The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of <u>Carpet and Floor</u> <u>Cleaning Services</u> as specified herein. Bids must be received by 2:00 p.m. on **March 7, 2019**. Late bids will be neither considered nor returned.

#### Please Deliver Bids to:

#### Bid Number 2741 Knox County Procurement Division Suite 100, 1000 North Central Street Knoxville, Tennessee 37917

The Bid Envelope must show the Bid Number, Bid Name and Bid Opening Date.

#### SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 <u>ADDITIONAL INFORMATION:</u> Knox County wants requests for additional information routed to Tom Seagle, CPPB, at 865.215.5603. Questions may be faxed to 865.215.5778 or emailed to tom.seagle@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the Internet at www.knoxcounty.org/procurement.
- **1.2** <u>ACCEPTANCE:</u> Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.
- **1.3** <u>ALTERNATIVE BIDS:</u> Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- **1.4** <u>AUDIT HOTLINE:</u> Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <a href="http://www.knoxcounty.org/hotline/index.php">http://www.knoxcounty.org/hotline/index.php</a>.

# Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

- **1.5** <u>AWARD:</u> Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award.
- **1.6 <u>BID DELIVERY:</u>** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a <u>sealed</u> envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

- **1.7 <u>BID EXPENSES</u>:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.
- **1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a small, minority or woman owned business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator Knox County Procurement Telephone: 865.215.5760 Fax: 865.215.5778 Email: <u>diane.woods@knoxcounty.org</u> Lori Holmann, Coordinator of Business Outreach Knox County Procurement Telephone: 865.215.5757 Fax: 865.215.5778 Email: <u>lori.holmann@knoxcounty.org</u>

- **1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- **1.10 COOPERATIVE PURCHASING:** Vendors are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- **1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- **1.12 <u>DUPLICATE COPIES</u>: Knox County requires that bids being submitted by hand be one (1) marked original and one (1) exact copy. If submitting electronically no extra copies are needed.</u>**
- **1.13** <u>ELECTRONIC TRANSMISSION OF BIDS:</u> Knox County's Procurement Division will accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile submission is strictly prohibited.
- 1.14 <u>HOW TO DO BUSINESS:</u> Knox County utilizes a web-based purchasing software system, "Knox Procurement On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at <u>www.knoxcounty.org/Procurement</u>, register as a vendor in our on-line Procurement system, "Knox Procurement On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- **1.15 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.
  - If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other weather issues shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.16 <u>MULTIPLE BIDS:</u> Knox County will consider multiple bids that meet specifications.
- **1.17 <u>NON-COLLUSION</u>:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- **1.18 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item. The second method is the use of the Knox County Credit Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- **1.19 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- **1.20 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- **1.21 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.
- **1.22 <u>RECYCLING:</u>** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids submitted on paper shall:
  - 1.22.1 Be submitted on recycled paper;
  - 1.22.2 Not include pages of unnecessary advertising;
  - 1.22.3 Be made on both sides of each sheet of paper.
- **1.23 SAFETY DATA SHEETS:** As part of our efforts to comply with the OSHA Hazardous Chemical Communication Law (1910.1200), each vendor must furnish, along with your bid, the most current Safety Data Sheets (SDS) for all chemical products that you will be using. If, however, the material is non-hazardous, then a letter or statement should accompany the bid indicating the same.
- **1.24 SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. **Please sign the original in blue ink.** By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document. The submission of your bid through our on-line portal will be the acknowledgement of signature, constitutes acceptance of all terms and conditions, and will legally bind the vendor to the County's request for goods/services.
- **1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- **1.26 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.27 <u>TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:</u> "Nondiscrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- **1.28 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- **1.29 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.
- **1.30** <u>VENDOR REGISTRATION</u>: Prior to the opening of this bid, *ALL BIDDERS* must be registered with the Procurement Division. A vendor application may be submitted online at <u>www.knoxcounty.org/Procurement</u>. Select the Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- **1.31** WAIVING OF INFORMALITIES: Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

#### SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 <u>ALTERATIONS OR AMENDMENTS:</u> No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 <u>APPROPRIATION:</u> In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 <u>ASSIGNMENT:</u> Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 <u>BOOKS AND RECORDS:</u> Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by Knox County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- **2.5** CHILD LABOR: Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.
- 2.6 <u>COMPLIANCE WITH ALL LAWS:</u> Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. <u>COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.</u>
- 2.7 <u>CRIMINAL HISTORY CHECK:</u> Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.
- 2.8 <u>DEFAULT:</u> If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 <u>GOVERNING LAW:</u> This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 <u>INDEMNIFICATION/HOLD HARMLESS:</u> Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, suppliers, agents or employees.

- 2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 <u>LIMITATION OF LIABILITY:</u> In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.17 ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- **2.18** <u>**REMEDIES:**</u> Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- **2.19 <u><b>RIGHT TO INSPECT:**</u> Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- **2.20** <u>SEVERABILITY:</u> If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 <u>TAX COMPLIANCE:</u> Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 <u>TERMINATION:</u> Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 <u>WARRANTY:</u> Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

# SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 <u>INTENT:</u> The Knox County Schools Maintenance and Operations Department (KCSMO) intends for these specifications to result in an "all or none" selection of vendor to provide Low Moisture Carpet Cleaning and Floor Cleaning Services on an as-needed basis. Award will be based on Best Value. Best value means more than low cost. It includes cost, service quality and other factors detailed herein. Other departments may use the resulting contract. Overall management and direction of the Low Moisture Carpet Cleaning Services function will remain with KCSMO.
- **3.2** <u>ACCEPTANCE:</u> Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 <u>ADDITION/DELETION OF SERVICES:</u> Knox County may, but shall not be required to, request the vendor to add services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will perform such services under this Contract. Pricing for any additional services will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations. Knox County may delete from the Contract services in the pricing sheet without terminating the entire Contract.
- 3.4 <u>AWARD PROCESS:</u> Upon award, the resulting Contract will be:
  - **3.4.1** Drafted by the Knox County Procurement Division.
  - **3.4.2** Reviewed and approved by Knox County Schools (KCS).
  - **3.4.3** Sent to the Knox County Law Department for approval.
  - 3.4.4 Forwarded to KCS for inclusion on the agenda for the next Board of Education Meeting.
  - **3.4.5** Forwarded to the County Commission for inclusion on the agenda for the next County Commission meeting.
  - 3.4.6 Sent to the Knox County Mayor and the Knox County Board of Education for signature.
  - **3.4.7** Forwarded to the Knox County Procurement Division for obtaining the signature of the awarded vendor(s).
  - 3.4.8 Fully executed.
- 3.5 <u>AWARD STATUS</u>: Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.
- **3.6 <u>BID EVALUATION:</u>** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.7 <u>CHANGES AFTER AWARD:</u> It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.8 <u>COMPLIANCE WITH ALL APPLICABLE REGULATIONS</u>: Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.
- **3.9** <u>CONTRACT EXECUTION:</u> The award of this bid may result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this contract and no vendor forms, (e.g. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

- **3.10** ENTRANCE TO KNOX COUNTY SCHOOL SITES: Only authorized employees of the successful vendor(s) are allowed on the premises of Knox County School buildings. Vendor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor(s). All employees must wear a company uniform or name badge identified with the Company name at all times.
- **3.11 EVALUATION CRITERIA:** Bidders are advised that these criteria are edified by all of the criteria contained or asked for herein.

| Price                    | 80 points |
|--------------------------|-----------|
| Experience and Resources | 20 points |

- **3.12 IDENTIFICATION AND UNIFORMS:** Employees of the vendor shall have proper photo identification displayed, at all times, while on School property. If appropriate, KCSMO can provide temporary photo identification for a fee of \$2.50 per badge. Additionally, as appropriate, vendors are encouraged to have their employees in a standard uniform. This is a preference but not a requirement.
- 3.13 INSURANCE CHECKLIST: Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and listing Knox County Government as additional insured. The successful vendor must maintain the required insurance coverage with no lapse in coverage. (If found to have a lapse in insurance coverage the vendor will be immediately terminated and debarred from doing business with Knox County and Knox County Schools).
- 3.14 <u>INVOICING REQUIREMENTS:</u> KCSMO prefers to use E-Commerce cards as payment for these services. As several different departments may use this Contract, please adhere to the following guidelines for KCSMO. Follow the guidelines of other departments when they purchase from you. Do not put KCSMO charges on any other department and do not put the charges of other departments on KCSMO.

# 3.14.1 MAIL ALL INVOICES FOR KCSMO TO:

Knox County Schools Maintenance & Operations Allison Shepherd, Purchasing Supervisor 900 East Fifth Avenue Knoxville, Tennessee 37917

- **3.14.2 TRACKING NUMBER:** All invoices must have a Knox County Purchase Order number on them or they will be returned. Knox County Schools uses Purchase Order numbers for tracking. You will only have one number per invoice. If paid by credit card no tracking number will be required.
- 3.14.3 **INVOICE DETAIL:** At a minimum, these items must be shown on the invoice:
  - **a.** The grand total amount
  - **b.** An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project.)
  - c. The location delivered to (e.g. XYZ School or Maintenance 5<sup>th</sup> Avenue)
  - d. The date the work/materials were performed/delivered
  - e. A statement that the price invoiced is per the bid/quote
  - f. The Purchase Order Number
- 3.14.4 SUBMIT ONE ORIGINAL INVOICE AND ONE COPY OF IT.
- 3.14.5 INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
- **3.14.6 REVIEW OF INVOICES:** Invoices will be reviewed for adherence to bid terms and/or the quotation.
- **3.14.7 VARIATION:** Variation from the terms of our bids or quotations is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.
- **3.14.8** <u>UNPAID INVOICES:</u> If invoices for KCSMO are unpaid after thirty (30) days, please contact Allison Shepherd at 865.594.3635 to ascertain the status.
- **3.15 NO CONTACT POLICY:** After the date and time the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

- **3.16 OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promotes competition. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **February 22, 2019 by 4:30 p.m.** local time.
- **3.17 PRICING:** Vendors are to quote a firm fixed price for the services noted herein. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:
  - 3.17.1 Continue with existing prices
  - 3.17.2 Not accept the renewal offer
  - 3.17.3 Request a lower price increase
- **3.18 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection.
- **3.19** <u>**RECORDS:**</u> Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.
- **3.20 <u>REJECTION OF BIDS</u>:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- **3.21** <u>**REMOVAL OF VENDORS' EMPLOYEES:**</u> The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- **3.22 SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the Vendor from damage, which might be done or caused by work performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The vendor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and the general public

- **3.23 SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.
- **3.24** SIGN-IN FOR KNOX COUNTY SCHOOLS: Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.
- **3.25** <u>SUB-CONTRACTING:</u> Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.
- **3.26 SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

- **3.27 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **February 22**, **2019 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.
- **3.28 VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:
  - **3.28.1** Fair and equitable treatment of vendor and owner.
  - **3.28.2** Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
  - **3.28.3** Vendor involvement in the school system or a specific school on a non-business basis.

# SECTION IV SPECIFICATIONS

- 4.1 **CARPET CLEANING METHOD:** Method and chemicals shall meet the following requirements:
  - a. Remove soil and stains from carpet.
  - b. Pile-lift carpet using dual, cylindrical roller, counter-rotating method. Approved Systems are: Host Freestyle or Liberator, and Millicare. Maximum dry time of one (1) hour
  - c. Hygiene/Indoor Air Quality Standard: Cleaning results must yield a micro-vac dust analysis of 0 300,000 CFU/g (colony forming units per gram) as specified by the American Counsel of Governmental Industrial Hygienists (ACGIH) for the LOW category. *A 3<sup>rd</sup> party analysis showing compliance must be submitted with bid*.
  - d. Anti-soiling and anti-stain protection applied on each cleaning. Approved products are FiberShield, ScotchGuard, Teflon Advanced Carpet Protector by DuPont and Maxim Advanced Carpet Protector.
  - e. Chemicals used must meet the following criteria. All chemicals will be tested and approved prior to bid award. Chemicals that do not meet the criteria will result in bid disqualification.
    - i. PH between 7.0 and 8.0 in diluted form
    - ii. No VOC's
    - iii. Chemical(s) must dry, in undiluted form, with no tackiness to the touch
    - iv. No optical brighteners, non-yellowing
    - v. Green Seal approved chemical(s)
    - vi. CRI approved cleaning solution
  - f. Carpet and Rug Institute approved service provider.
  - g. Bonnet and truck mounted carpet cleaning methods are not approved.
  - h. Vendor Responsibilities: Provide all chemicals, equipment, supplies and personnel to remove soil and stains from carpet.
    - i. Coordinate work schedules with stipulated facility contact. Sign in at the facility and acquire the proper ID badges before beginning work each day/night and sign out at the end of the shift.
    - ii. Review job area with the stipulated facility contact. Make sure that the area matches the area defined in the purchase order and work schedule is reviewed and concurred by the stipulated facility contact.
    - iii. Secure the area to be prepared. If extension cords are crossing walking areas, secure with tape. Be mindful of the guest in the facilities. Keep all equipment in a safe and discrete location.
    - iv. Move and replace requested furniture except electronics or furniture required to be moved by a 3<sup>rd</sup> party vendor
  - i. The contractor must have experience with servicing buildings greater than 200,000 gross square feet and must provide a minimum of three (3) area customer references, one of which is a building greater than 200,000 gross square feet.
  - j. The contractor must meet the following criteria:
    - i. Provide a documented training program for the following areas.
      - i. Carpet construction and backing systems
      - ii. Carpet care chemical application
      - iii. Carpet care equipment use and maintenance
      - iv. Safety
      - v. Environmental application and disposal of waste from the cleaning process
    - ii. Provide a training log for carpet cleaning technicians showing completion of the training program.
    - iii. Carpet cleaning technicians shall be a professional with a minimum of twenty-five (25) hours weekly performing carpet cleaning services.

# 4.2 **SANITIZING CARPET CLEANING:** Method and chemicals shall meet the following requirements:

- a. Remove soil and stains from carpet.
- b. Pile-lift carpet using dual, cylindrical roller, counter-rotating method. Approved Systems are: Host Freestyle, Liberator, and Millicare. Maximum dry time one (1) hour.
- c. Sanitizing Effectiveness: Cleaning results must yield a micro-vac dust analysis of 0 50,000 CFU/g (colony forming units per gram) as specified by the American Council of Governmental Industrial Hygienists (ACGIH) for the LOW category or equivalent to a 99% reduction in fungus and bacteria present in the carpet. A 3<sup>rd</sup> party analysis showing compliance must be submitted with bid.
- d. Anti-soiling and anti-stain protection applied on each cleaning. Approved products are FiberShield, ScotchGuard, Teflon Advanced Carpet Protector by DuPont and Maxim Advanced Carpet Protector.
- e. Chemicals used must meet the following criteria. All chemicals will be tested and approved prior to bid award. Chemicals that do not meet the criteria will result in bid disqualification.
  - i. PH between 7.0 and 8.0 in diluted form
  - ii. No VOC's
  - iii. Chemical(s) must dry, in undiluted form, with no tackiness to the touch
  - iv. No optical brighteners, non-yellowing
  - v. Green Seal approved chemical(s)
  - vi. CRI approved cleaning solution

# 4.3 **<u>GROUT AND TILE CLEANING:</u>** Method and chemicals shall meet the following requirements:

- a. Remove soils and stains from tile and grout.
- b. Process to neutralize Bacteria, Molds, Viruses, and Fungi up to 99%;
- c. Approved cleaning process is the use of steam at temperature of 210F degrees minimum, agitation of surface and rinses using clean water
- d. Chemical must meet Green Seal certification standards for normal cleaning.
- e. Restorative cleaning chemicals must be approved.
- f. High-pressure truck mount systems are not approved.

# **4.4 <u>UPHOLSTERY CLEANING:</u>** Method and chemicals shall meet the following requirements:

- a. Remove soil and stains from fabric. Sanitize fabric. Maximum dry time of 1-2 hours.
- b. Sanitizing Effectiveness: Cleaning results must yield a micro-vac dust analysis of 0 50,000 CFU/g (colony forming units per gram) as specified by the American Council of Governmental Industrial Hygienists (ACGIH) for the LOW category or equivalent to a 99% reduction in fungus and bacteria present in the carpet. A 3<sup>rd</sup> party analysis showing compliance must be submitted with bid.
- c. Chemicals used must meet the following criteria. All chemicals will be tested and approved prior to bid award. Chemicals that do not meet the criteria will result in bid disqualification.
  - I. PH between 7.0 and 8.0 in diluted form
  - ii. No VOC's
  - iii. Chemical(s) must dry, in undiluted form, with no tackiness to the touch
  - iv. No optical brighteners, non-yellowing
  - v. Green Seal approved chemical(s)

# **4.5 <u>UPHOLSTERY FABRIC PROTECTION:</u>** Method and chemicals shall meet the following requirements:

- a. Fiber protection must be warrantied for a minimum of two (2) years.
- b. Apply using a micro-particle sprayer or foaming applicator. Maximum dry time of one (1) hour.
- c. Chemicals used must meet the following criteria.
  - i. Must not damage or discolor the fabric
  - ii. Does not contain silicon
  - iii. Inhibit mold, mildew, and fungus growth
  - iv. Does contain Fluorocarbons
  - v. Non-toxic, environmentally safe
  - vi. Approved for use on organic cottons, micro-fibers, bamboo, sisal, jute, straw composite fabric, suede, porous leathers, shearling, lambskin, wool, silk, man-made fibers
  - vii. VOC compliant
  - viii. Must not harm wood finishes, leave a film/residue
  - ix. Withstand minimum of four (4) cleanings
  - x. Reduces fading minimum UV protection of 5-10 SPF

# 4.6 <u>CLEAN AND RESTORE LUXURY VINYL:</u> Method and chemicals shall meet the following requirements:

- a. Remove soils, oily residue, and repair minor surface scratches (pivot points, entry wear)
- b. Chemical(s) must meet the following criteria:
  - i. PH between 8.0 and 9.0 in diluted form
  - ii. VOCs less than .01%
  - iii. No optical brighteners, non-yellowing
  - iv. Non-hazardous ingredients OSHA 1910.1200
- c. Approved cleaning pads white, red, and blue
- d. Approved burnishing pads white only
- e. High-pressure truck mount systems are not approved.

# 4.7 <u>CLEAN AND RESTORE LINOLEUM (NO FINISH)</u>: Method and chemicals shall meet the following requirements:

- a. Remove soils, stains, and spillage with an approved neutral cleaner, agitate and thoroughly rinse.
- b. Spray buff floor with a rotary machine at a maximum of 300-500 RPM and a red pad. All gloss irregularities to be removed for even appearance.
- c. Chemical(s) must meet the following criteria:
  - i. PH between 8.0 and 9.0 in diluted form
  - ii. VOCs less than .01%
  - iii. No optical brighteners, non-yellowing
  - iv. Non-hazardous ingredients OSHA 1910.1200
- d. Approved cleaning pads white and red
- e. Approved burnishing pads white only

# 4.8 STRIP & WAX FLOORS (ACRYLIC FINISH): Method and chemicals shall meet the following requirements:

# Vendor Responsibilities:

- a. Provide all chemicals, equipment, supplies, and personnel to remove or top scrub existing coatings, and apply.
  - i. Equipped with vacuums, guards and/or other devices for capturing fine particulates
    - ii. Operate with a sound level of 70dBA or less
  - iii. Propane powered equipment operate with a sound level of 90dBA or less
- b. Coordinate work schedules with stipulated facility contact.
- c. Sign in at facility and acquire the proper ID badges prior to beginning work each day/night and sign out at the end of the shift
- d. Review job area with the stipulated facility contact. Make sure that the area matches the area defined in the purchase order and work schedule is reviewed and concurred by the stipulated facility contact.
- e. Secure the area to be prepared. If extension cords are crossing walking areas, secure with tape. Be mindful of the guest in the facilities. Keep all equipment in a safe and discrete location.
- f. Move and replace furniture except electronics or furniture required to be moved by a 3<sup>rd</sup> party vendor.

# Surface Preparation:

- a. COATING REMOVAL IS A SEPARATE OPERATION (\*see below if required)
- b. To ensure area is properly cleaned, vendor will apply a light coat of cleaning chemical to substrate surface. Touchdown degreaser or equal is recommended at a 20:1 dilution ratio.
- c. Using an auto scrubber with a red pad, clean the floor and rinse with clean water and extract dry.
- d. Using floor fans, completely dry the surface
- e. Manually scrub areas that the equipment will not reach. (Corners, and base boards) Use corner brushes or red pads to liberate all soil.

# **Application of Floor Finish:**

a. Apply one (1) coat of primer to floor surface and three coats of high solids floor finish to the floor surface or if using a top scrub method and finish coats below are acceptable, burnish the floor finish with a white burnishing pad.

Approved primers include:

- i. FloorShield Primer
- ii. Buckeye
- iii. Spartan

Approved finishes include:

- i. FloorShield / FloorShield Primer
- ii. Buckeye Castleguard
- iii. Spartan iShine Floor Finish

# \*Coating Removal Process (Use if needed):

- a. Apply floor finish floor stripper at a dilution let down rate recommend by manufacturer.
- b. Allow chemical to dwell.
- c. Remove chemical and coating with an auto scrubber and a black stripper pad. Hand clean baseboards and areas where equipment cannot access. Extract and clean the floor with water. Extract the rinse water with extraction wand leaving floor chemical and coating free.
- d. Repeat process as necessary until all finish is removed or design layers are removed if top scrubbing. Approved strippers include:
  - i. FloorShield Low Oder Stripper
  - ii. SC Johnson Hyper Concentrate Stripper
  - iii. Spartan L.O.E. Stripper

# **4.9** DIAMOND GUARD ADVANCED FLOOR PROTECTION FOR VCT, LVT, AND RESILIENT FLOORING: Method and chemicals shall meet the following requirements:

# **Performance Expectations:**

- i. Properly maintained floor will not require scrub and recoat or full reapplication.
- ii. No maintenance needed other than mopping or autoscrubbing for 24-36 months (traffic dependent).
- iii. Scratches and scuffs removed as needed with Diamond Guard burnishing pad.
- iv. Black scuffing and white scuffing reduced by 50%.
- v. The coefficient of friction readings on BOT 3000E static test method will exceed a 0.65.

# Vendor Responsibilities:

- a. Provide all chemicals, equipment, supplies, and personnel to remove or top scrub existing coatings, and apply Diamond Guard or equal.
  - i. Equipped with vacuums, guards and/or other devices for capturing fine particulates.
  - ii. Operate with a sound level of 70dBA or less.
  - iii. Propane powered equipment operate with a sound level of 90dBA or less.
- b. Coordinate work schedules with stipulated facility contact.
- c. Sign in at the facility and acquire the proper ID badges before beginning work each day/night and sign out at the end of the shift.
- d. Review job area with the stipulated facility contact. Make sure that the area matches the area defined in the purchase order and work schedule is reviewed and concurred by the stipulated facility contact.
- e. Secure the area to be prepared. If extension cords are crossing walking areas, secure with tape. Be mindful of the guest in the facilities. Keep all equipment in a safe and discrete location.
- f. Move and replace furniture except electronics or furniture required to be moved by a 3<sup>rd</sup> party vendor.
- g. Strip existing finish from the floor using approved stripper. Old finish must be removed from floor, edges, and corners.

# Surface Preparation:

- a. COATING REMOVAL IS A SEPARATE OPERATION (\*see below if required)
- b. To ensure the area is properly cleaned, vendor will apply a light coat of cleaning chemical to substrate surface. Touchdown degreaser or equal is recommended at a 20:1 dilution ratio.
- c. Using an auto scrubber with a red pad, clean the floor and rinse with clean water and extract dry.
- e. Using floor fans, completely dry the surface
- f. Manually scrub areas that the equipment will not reach. (Corners, and base boards) Use corner brushes or red pads to liberate all soil.

# Application of Diamond Guard (or equal):

a. Apply Diamond Guard (or equal) using a quart applicator. Minimum of 3-4 coats.

# 4.10 **CLEAN AND RESTORE POLISHED CONCRETE:** Method and chemicals shall meet the following requirements:

- a. Move and replace furniture except electronics or furniture required to be moved by a 3<sup>rd</sup> party vendor.
- b. Remove soils, stains, and spillage with an approved neutral cleaner, agitate and thoroughly rinse.
- c. Polish concrete with diamond pad to restore shine, remove scratches and surface dirt.
- d. Apply sealer to prevent staining and surface penetration. Approved sealers are listed below:
  - i. Surface Guard
  - ii. SASE Protect Plus
  - iii. Prosoco PolishGuard
- e. Equipment needs to meet the environmentally preferred criteria below:
  - i. Equipped with vacuums, guards and/or other devices for capturing fine particulates.

- Operate with a sound level of 70dBA or less. ii.
- iii. Propane powered equipment operate with a sound level of 90dBA or less.

#### GRIND, POLISH AND SEAL (RESTORATION) CONCRETE: Method and chemicals shall meet the following 4.11 requirements:

- Move and replace furniture except electronics or furniture required to be moved by a 3<sup>rd</sup> party vendor. a.
- Remove soils, stains, and spillage with an approved neutral cleaner, agitate and thoroughly rinse. b
- Restore concrete to shine per steps below. Note each step will take a minimum of 2-4 passes. c.
  - i. Step 1 – Repair
  - Step 2 Prep ii.
  - iii. Densify
  - iv. Polish
  - v. Apply Sealer (approved sealers listed in 4.12) and burnish.
- Equipment needs to meet the environmentally preferred criteria below: d.
  - Equipped with vacuums, guards and/or other devices for capturing fine particulates i.
  - Operate with a sound level of 70dBA or less ii.
  - iii. Propane powered equipment operate with a sound level of 90dBA or less

#### 4.12 CLEAN AND RESTORE STAINED CONCRETE: Method and chemicals shall meet the following requirements:

- a. Remove soils, oily residue and spills from the surface and rinse thoroughly.
- b. Burnish floor to remove surface scratches and to ensure uniform gloss level.
- Equipment needs to meet the environmentally preferred criteria below: c.
  - Equipped with vacuums, guards and/or other devices for capturing fine particulates i.
- d. Chemical(s) must meet the following criteria:
  - i. PH between 8.0 and 9.0 in diluted form
    - ii. VOCs - less than .01%
    - No optical brighteners, non-yellowing iii.
    - iv. Non-hazardous ingredients - OSHA 1910.1200
    - Operate with a sound level of 70dBA or less v.
- e. Approved cleaning pads white, red, and blue
- Approved burnishing pads white only f.

#### 4.13 **CLEAN AND RESTORE RUBBER FLOORING:** Method and chemicals shall meet the following requirements:

- a. Remove soils, oily residue and repair minor surface scratches (pivot points, entry wear)
- b. Thoroughly rinse the floor with an extractor or autoscrubber. Burnish to restore gloss level.
- Chemical(s) must meet the following criteria: c.
  - PH between 8.0 and 9.0 in diluted form i.
    - ii. VOCs – less than .01%
    - No optical brighteners, non-yellowing iii.
  - Non-hazardous ingredients OSHA 1910.1200 iv.
- d. Application of a finish or coating is not approved
- e. Approved cleaning pads white, red, and blue
- Approved burnishing pads white only f.
- Equipment needs to meet the environmentally preferred criteria below: g.
  - Equipped with vacuums, guards and/or other devices for capturing fine particulates i. ii.
    - Operate with a sound level of 70dBA or less
- h. Move and replace furniture except electronics or furniture required to be moved by a 3<sup>rd</sup> party vendor.

#### 4.14 HIGH AREA DUST REMOVAL (ABOVE 12FT): Must meet the following processes and criteria:

- a. Remove dust and cobwebs from rafters or area about 12 ft.
- b. Dust Removal equipment criteria:
  - Vacuum equipped with HEPA filter for capturing fine particles. i.
  - Meet or exceed Carpet and Rug Institute silver standard. ii.
  - iii. Dust bag disposal must be off sight.
- c. Excess dust displaced to floor during cleaning process must be recovered with
  - Carpeted areas i.
    - i. Vacuum equipped with HEPA filter for capturing fine particles.
    - ii. Meet or exceed Carpet and Rug Institute silver standard Approved.

- ii. Hard surface
  - i. Dust particles must be removed by cleaning floor with auto scrubber.
- d. Use of scissor lift for retrieval of dust or from ground.
  - i. Safety harnesses must be utilized by lift operator and passengers in scissor lift.
- e. A-frame, lean-to or any type of ladder for the use of reaching rafters or high places are not permitted.
- f. Use of any compressed air to displace dust causing high levels of airborne dust and requires recovery primarily from floor is **NOT** prohibited.
- 4.15 **EXTERIOR GLASS CLEANING:** Equipment and methods must follow the criteria below:
  - a. Removal of all debris from window upon completion is required
    - i. Restoration of window must be scrubbed with cleaning solution and steel wool pad
    - ii. Boom lift if required
  - b. A-frame, lean-to or any type of ladder for the use of reaching rafters or high places not permitted

# YOU DO NOT NEED TO RETURN PAGES ONE (1) THROUGH FOURTEEN (14) WITH YOUR BID

# SECTION V VENDOR INFORMATION AND PRICING FOR BID 2741, CARPET AND FLOOR CLEANING SERVICES

| 5.1  | Vendor Name  |
|------|--|
| 5.2  | Vendor Address   |
|      | CityZip  |
| 5.3  | Telephone Number Fax Number  |
| 5.4  | Vendor Number as assigned by the Knox County Procurement Division  |
| 5.5  | Contact Person   |
| 5.6  | Contact Person's email address   |
| 5.7  | By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and ir the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. |
|      | Authorizing Signature  |
| 5.8  | Vendor's Knox County Business License Number   |
| 5.9  | I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)   |
|      | Addendum 1 Addendum 2 Addendum 3 Addendum 4  |
| 5.10 | Do you accept the Terms and Conditions of the bid? Yes No No   |
|      | With Exceptions  |
| 5.11 | May other Government Agencies in Tennessee purchase these products/services at the same prices as pe   |
|      | section 1.10 of this bid? Yes No   |
| 5.12 | Will you accept credit card payments as per Section 1.18? Yes No   |
| 5.13 | Did you attach SDS sheets as required in Section 1.23? YesNo   |
| 5.14 | Did you include the Criminal History Records Check as per Section 2.7? Yes No  |
| 5.15 | Did you include the Insurance Checklist as per Section 3.13? Yes No  |
| 5.16 | Did you include the 3 <sup>rd</sup> party analysis showing compliance? Yes No  |
| 5.17 | Total Staff Size of Employees that will be working in Knox County:   |
| 5.18 | List of Equipment (this is required, you may attach a list if needed):   |
|      |  |
|      |  |
|      |  |
|      |  |

|      | Description  | Price |  |  |  |
|------|--|-------|--|--|--|
| 5.20 | Carpet Cleaning per square foot  |       |  |  |  |
| 5.21 | Sanitizing Carpet Cleaning per square foot   |       |  |  |  |
| 5.22 | Grout and Tile Cleaning per square foot  |       |  |  |  |
| 5.23 | Upholstery Cleaning per chair  |       |  |  |  |
| 5.24 | Upholstery fabric protection per square foot   |       |  |  |  |
| 5.25 | Upholstery Cleaning per each piece of furniture  |       |  |  |  |
| 5.26 | Clean and restore luxury vinyl per square foot   |       |  |  |  |
| 5.27 | Clean and restore linoleum per square foot   |       |  |  |  |
| 5.28 | B Strip and wax per square foot  |       |  |  |  |
| 5.29 | Diamond guard advanced floor protection for VCT, LVT, and Resilient flooring per square foot |       |  |  |  |
| 5.30 | Clean and restore polished concrete per square foot  |       |  |  |  |
| 5.31 | Grind, polish, and seal concrete per square foot   |       |  |  |  |
| 5.32 | Clean and restore stained concrete per square foot   |       |  |  |  |
| 5.33 | Clean and restore rubber flooring per square foot  |       |  |  |  |
| 5.34 | High area dust removal (above 12') per square foot   |       |  |  |  |
| 5.35 | Exterior glass cleaning per square foot  |       |  |  |  |
| 5.36 | Cost per hour to move furniture  |       |  |  |  |

# ATTACHMENT I

# KNOX COUNTY PROCUREMENT DIVISION

#### INSURANCE CHECKLIST BID NUMBER 2741

#### THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

| <b>REQUIRED:</b> | NUMBER                             |   | TYPE OF COVERAGE       |                         |   | COVERAGE LIMITS                            |                                  |   |  |              |  |
|------------------|------------------------------------|---|------------------------|-------------------------|---|--|----------------------------------|---|--|--------------|--|
| YES              | 1.                                 | WOR   | WORKERS COMPENSATION   |                         |   | STATUTORY LIMITS OF TENNESSEE              |                                  |   |  |              |  |
|                  | -                                  |   |                        |                         |   |  |                                  |   |  |              |  |
| YES              | 2.                                 | EMP   | LOYERS LL              | ABII                    | LITY  |  |                                  |   | \$100,000 PER ACCIDENT                     |              |  |
|                  |                                    |   |                        |                         |   |  |                                  |   | \$100.000 PER DISEASE                      |              |  |
| N/DO             | 2                                  |   |                        | UTC                     |   | 1 1/1137                                   |                                  |   | \$500.000 DISEASE POLICY LI                |              |  |
| YES              | 3. AUTOMOBILE LIABILITY            |   |                        |                         | COMBINE SINGLE LIMIT  | \$1,000,000                                |                                  |   |  |              |  |
|                  |                                    |   | X ANY AUTO-SYMBOL (1)  |                         |   | (Per -Accident)                            |                                  |   |  |              |  |
|                  |                                    |   |                        |                         |   |  |                                  |   | BODY INJURY<br>(Per –Person)               |              |  |
|                  |                                    |   |                        | _                       |   |  |                                  |   | BODY INJURY                                |              |  |
|                  |                                    |   |                        |                         |   |  |                                  |   | (Per-Accident)                             |              |  |
|                  |                                    |   |                        |                         |   |  |                                  |   | PROPERTY DAMAGE                            |              |  |
|                  |                                    |   |                        |                         |   |  |                                  |   | (Per-Accident                              |              |  |
| YES              | 4.                                 | COMMERCIAL GENERAL LIABILITY                          |                        |                         | LIMITS  |  |                                  |   |  |              |  |
|                  |                                    |   |                        |                         |   |  |                                  |   |  |              |  |
|                  |                                    |   | CLAIM MA               | <b>DE</b>               |   | Χ  | OCCUI                            | R   | EACH OCCURRENCE                            | \$ 1,000,000 |  |
|                  |                                    |   |                        |                         |   |  |                                  |   | FIRE LEGAL LIABILITY                       | \$ 100,000   |  |
|                  |                                    |   |                        | MED EXP (Per person)    | \$ 5,000  |  |                                  |   |  |              |  |
|                  | GEN'L AGGREGATE LIMITS APPLIES PER |   |                        | PERSONAL & ADV INJURY   | \$ 1,000,000  |  |                                  |   |  |              |  |
|                  |                                    |   | POLICY                 | Х                       | PROJECT   | LOC  |                                  |   | GENERAL AGGREGATE                          | \$ 2,000,000 |  |
|                  |                                    |   |                        |                         |   |  |                                  |   | PRODUCTS-COMPLETED<br>OPERATIONS/AGGREGATE | \$ 2,000,000 |  |
| YES              | 5.                                 | PREMISES/OPERATIONS \$1,000,000 CSL BI/PD EACH OCCU   |                        |                         |   |  |                                  |   |  |              |  |
| *****            | -                                  |   |                        |                         |   |  |                                  | \$2,000,000 ANNUAL AGGREGATE  |  |              |  |
| YES              | 6.                                 | INDEPENDENT CONTRACTOR                                |                        |                         |   |  |                                  | \$1,000,000 CSL BI/PD EACH OCCURRENCE<br>\$1,000,000 ANNUAL AGGREGATE |  |              |  |
| YES              | 7.                                 |   | TRACTUAL               |                         |   | LITY \$1,000,000 CSL BI/PD EACH OCCURRENCE |                                  |   |  |              |  |
|                  |                                    | (MUST BE SHOWN ON CERTIFICATE)                        |                        |                         | \$1,000,000 ANNUAL AGGREGATE  |  |                                  |   |  |              |  |
| YES              | 8.                                 | XCU COVERAGE  |                        | NOT TO BE EXCLUDED      |   |  |                                  |   |  |              |  |
| YES              | 9.                                 | UMBRELLA LIABILITY COVERAGE                           |                        |                         | \$1,000,000.00  |  |                                  |   |  |              |  |
|                  |                                    | PROFESSIONAL LIABILITY                                |                        |                         |   |  |                                  |   |  |              |  |
| NO               | 10.                                |   | ARCHITECTS & ENGINEERS |                         |   |  | \$1,000,000 PER OCCURRENCE/CLAIM |   |  |              |  |
| NO               |                                    |   |                        |                         | REMOVAL LIA   | BILITY                                     |                                  |   | \$2,000,000 PER OCCURRENCE/CLAIM           |              |  |
| NO               |                                    | MEDICAL MALPRACTICE<br>MEDICAL PROFESSIONAL LIABILITY |                        |                         | \$1,000,000 PER OCCURRENCE/CLAIM  |  |                                  |   |  |              |  |
| NO               |                                    | NIEDICAL I KOFESSIONAL LIADILI I I                    |                        |                         |   |  |                                  |   | \$1,000,000 PER OCCURRENCE/CLAIM           |              |  |
| NO               | 11.                                | MISCELLANEOUS E & O                                   |                        |                         |   | \$500,000 PER OCCURRENCE/                  | CLAIM                            |   |  |              |  |
| NO               | 12.                                | MOTOR CARRIER ACT ENDORSEMENT                         |                        |                         | \$1,000,000 BI/PD EACH OCCURRENCE   |  |                                  |   |  |              |  |
| -                |                                    |   |                        |                         |   |  |                                  |   | UNINSURED MOTORIST (MCS-90)                |              |  |
| NO               | 13.                                | MOTOR CARGO INSURANCE                                 |                        |                         |   |  |                                  |   |  |              |  |
| NO               | 14.                                | GARAGE LIABILITY                                      |                        |                         | \$1,000,000 BODILY INJURY, PROPERTY   |  |                                  |   |  |              |  |
|                  |                                    |   |                        |                         |   |  |                                  |   | DAMAGE PER OCCURRENCE                      |              |  |
| NO               | 15.                                | GARAGEKEEPER'S LIABILITY \$                           |                        | \$500,000 COMPREHENSIVE |   |  |                                  |   |  |              |  |
|                  |                                    |   |                        | \$500,000 COLLISION     |   |  |                                  |   |  |              |  |
| NO               | 16.                                | INLAND MARINE BAILEE'S INSURANCE                      |                        |                         |   | \$   |                                  |   |  |              |  |
| NO               | 17.                                | DISHONESTY BOND                                       |                        |                         |   | \$   |                                  |   |  |              |  |
| NO               | 18.                                | BUILDERS RISK   |                        |                         | PROVIDE COVERAGE IN THE FULL AMOUNT<br>OF THE CONTRACT UNLESS PROVIDED BY<br>OWNER. |  |                                  |   |  |              |  |
| NO               | 19.                                | USL&H   |                        |                         | _   | FEDERAL STATUTORY LIMITS                   |                                  |   |  |              |  |

21. <u>NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT</u> LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

- 22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
- 23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 24. OTHER INSURANCE REQUIRED

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION:** I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF THE REQUIRED COVERAGE.

AGENCY NAME: \_\_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**<u>BIDDER'S STATEMENT AND CERTIFICATION:</u>** IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER'S NAME: \_\_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

#### **ATTACHMENT II**

# **INVITATION FOR BID 2741**

#### **AFFIDAVIT OF COMPLIANCE**

#### WITH

#### TENNESSEE CRIMINAL HISTORY RECORDS CHECK

#### **TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, \_\_\_\_\_, President or other Principal

\_\_\_\_\_, swear or affirm that the

Officer of \_\_\_\_\_\_ Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

| For: |  |
|------|--|
|      |  |

Name of Company

STATE OF TENNESSEE} COUNTY OF } Subscribed and sworn before me by \_\_\_\_\_\_, President or Principal Officer of \_\_\_\_\_\_, On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_. Notary Public

My Commission expires:

# ATTACHMENT III

# INVITATION FOR BID NUMBER 2741 CARPET AND FLOOR CLEANING SERVICES

# VENDOR NAME: \_\_\_\_\_

Bidder shall submit a list of three (3) Contracts of similar size which have been in service within the last three (3) years. Do not list Knox County Government or Knox County Schools as a Reference.

| Reference # 1              |                                 |   |
|----------------------------|---------------------------------|---|
| Name of Firm:              |                                 | - |
| Contact Person:            | Phone number:                   |   |
| E-mail address (required): | Fax number:                     |   |
| Nature of Contract:        | Square Footage                  |   |
| Services Provided:         |                                 | _ |
| Dollar amount: \$          | (over the life of the Contract) |   |
| Contract start date:       | Contract end date:              |   |
| Reference # 2              |                                 |   |
| Name of Firm:              |                                 | - |
| Contact Person:            | Phone number:                   |   |
| E-mail address (required): | Fax number:                     |   |
| Nature of Contract:        | Square Footage                  |   |
| Services Provided:         |                                 | _ |
| Dollar amount: \$          | (over the life of the Contract) |   |
| Contract start date:       | Contract end date:              |   |
| Reference # 3              |                                 |   |
| Name of Firm:              |                                 | - |
| Contact Person:            | Phone number:                   |   |
| E-mail address (required): | Fax number:                     |   |
| Nature of Contract:        | Square Footage                  |   |
| Services Provided:         |                                 | _ |
| Dollar amount: \$          | (over the life of the Contract) |   |
| Contract start date:       | Contract end date:              |   |