

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Janitorial Services for Head Start Centers** as specified herein. Bids must be received by **2:00 p.m.** on **January 5, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3350
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Closing Date.

SECTION I BID PREPARATION AND SUBMISSION

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants Invitations for additional information routed to Robert Mackey, Buyer, at 865.215.5754. Questions may be emailed to robert.mackey@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at www.knoxcounty.org/procurement.
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which 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, line-item basis, schedule basis, or by multiple awards. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, 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, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Responses must be in a sealed 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 **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 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 disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach
Administrator Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.8 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- 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 unforeseen circumstances 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 any unforeseen circumstances.
- 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 COPIES:** Knox County requires that bids be submitted as one (1) marked original, one (1) exact copy.
- 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 considered non-responsive and disqualified.
- 1.12 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept electronically transmitted bids. Facsimile and email submission are strictly prohibited.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." 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 bids for our vendor-clients and on-line requisitioning and receiving for 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 www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys" 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.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.16 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid 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.

1.17 PAYMENT METHOD: Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(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 card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.

Vendors must indicate in their bid response if the vendor will accept Knox County's 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.

1.18 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. No weapons are allowed on Head Start properties (with the exception of law enforcement).

1.19 PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Vendors must, upon Invitation, 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 vendor's ability.

1.21 RECYCLING: Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, Invitation that bids being submitted on paper shall:

1.21.1 Be submitted on recycled paper;

1.21.2 Not include pages of unnecessary advertising;

1.21.3 Be made on both sides of each sheet of paper;

1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **December 21, 2022 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.23 SIGNING OF BIDS: **In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.

1.24 TAXES: Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon Invitation.

1.25 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.

1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT: "Nondiscrimination in 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 2000 et seq. 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.

- 1.27 **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.
- 1.28 **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 bidder's list for twenty-four (24) months.
- 1.29 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "On- line Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the bid closing time.
- 1.30 **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 **ALTERATIONS OR AMENDMENTS:** 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 **APPROPRIATION:** 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 **ASSIGNMENT:** 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 **BOOKS AND RECORDS:** 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 five (5) years from the date of the final payment under this agreement for inspection by 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 not 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 that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** 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.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor subcontractor and its employees must submit to a criminal history records check, at vendor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

- 2.8 **DEFAULT:** 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 its 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 proposing.
- 2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue, and inconvenient forum.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, 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 **INDEMNIFICATION—HOLD HARMLESS:** 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 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 **LIMITATIONS OF LIABILITY:** 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 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or individual trait 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 Invitation 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.

- 2.18 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) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 REMEDIES:** 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, and right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
- 2.20 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.21 SEVERABILITY:** 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.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or bid and signature, 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.
- 2.23 TERMINATION:** 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.
- 2.24 WARRANTY:** 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 upon Invitation. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character, and quality of Janitorial Services for Head Start Centers as desired by Knoxville-Knox County Community Action Committee and Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Head Start and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s).

The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency as follows:

3.3.1 Head Start Fiscal Office
2400 Piedmont Street
Knoxville, Tennessee 37921

3.4 **ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.6 **BACKGROUND CHECKS:** Any and all successful vendors, vendor employees, and any vendor subcontractor and its employees must submit to criminal history records check per Section 2.7, at vendor's expense, conducted by the Tennessee Bureau of Investigation prior to permitting the employee to have contact with Head Start children or entering Head Start centers when children/families are present.

These confidential records will be maintained by the vendor but may be requested by Head Start/ Knox County for audit purposes and to meet Daycare Licensing and Head Start Program Performance Standards. The vendor must provide a list of employees assigned to work in Head Start centers with a letter indicating the date of the background clearance.

3.7 **CHANGES AFTER AWARD:** It is possible that after award Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.8 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers, fax numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Head Start. Emergency response time after Head Start contact must be no more than eight (8) hours.

3.9 **COMPLIANCE WITH INSTRUCTION FROM SITE-BASED ADMINISTRATORS:** Should a site-based administrator Invitation a cessation of work; work shall immediately stop. Contractor is to immediately call the Head Start Facility Manager in charge of the project for further instruction. Should a site-based administrator Invitation a change of scope, function, and design, et cetera of the project; such Invitation is to be reported to the Head Start Facility Manager prior to any changes being affected.

3.10 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants 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.

- 3.11 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.12 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Head Start and the successful vendor(s). The Knox County Procurement Division will draft this Contract and no vendor forms (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may result in the disqualification of the vendor's submittal.
- 3.13 DAMAGE:** The Contractor shall be responsible for the repair/replacement (must be made to the satisfaction of the Head Start Facility Manager) of any damages to the facility furnishings caused by any employee of the Contractor.
- 3.14 DRUG-FREE WORKPLACE:** Head Start Centers are drug-free, smoke-free workplaces.
- 3.15 EMPLOYEE TRAINING:** Personnel placed in Head Start facilities must have received prior training to include but not be limited to: Safety Data Sheets, chemical familiarization, appropriate chemical storage, safe work practices, proper use of equipment, scope of work, handling of emergencies, Head Start and Contractor policies and property familiarization.
- 3.16 ENTRANCE TO HEAD START SITES:** Only authorized employees of the successful vendor(s) are allowed on the premises of Head Start 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). Visual employee identification is mandatory (e.g. uniform, badge, etc.). Violations of this Knox County policy will result in penalties, which may include termination of the Contract.
- 3.17 EVALUATION CRITERIA:** The following criteria will be the basis for the award.
- | | |
|---------------------------------------|-----------|
| Cost | 70 Points |
| Square Footage under current Contract | 30 Points |
- Square footage under current Contract should be of similar size and scope, and in an educational/childcare setting or institutional setting such as schools, hospitals, cafeterias (i.e., required to meet Knox County Health Department environmental standards). (See Attachment E).
- 3.18 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.19 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.
- 3.20 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with

any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase Invitation, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, Invitation for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 INSURANCE: The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign, and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 INTERPRETATION: No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.23 INVOICE DETAIL: Knox County is Requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.23.1 The invoice must show the amount due to the Contractor by Knox County;

3.23.2 The invoice must show an itemized detail of Services, including: site location (address to be included), date work was performed and the Contract number, as applicable;

3.23.3 Invoices are to be original and uniquely pre-numbered;

3.23.4 Invoices which do not show this information are subject to rejection.

3.24 INVOICE REVIEW: Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.25 INVOICING PROCEDURES: Knox County Invitations that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desire to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

- 3.26** **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend, and hold Head Start harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining, or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.
- 3.27** **LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.
- 3.28** **MANDATORY PRE-BID SITE VISIT:** There will be a mandatory site visit on December 14, 2022, beginning promptly at 10:00 A.M. Local Time. The tour will begin at the North Ridge Crossing Head Start Center located at 1008 Breda Drive, Knoxville TN and will encompass all applicable Head Start Facilities. (Head Start will provide a van for this tour, if needed). Bidders must be present at this site visit and make the appropriate site visit(s) for their bid to be considered. Bidders will only be required to visit the sites they wish to bid on. Due to scheduling issues, this will be the only chance bidders will have to visit the sites. The intent of this meeting is to more fully describe the scope of work outlined herein. Please review your copy of this solicitation and bring it with you. The pre-bid conference is for informational purposes only. Bidders are cautioned that nothing is legal or binding on Knox County unless stated in writing and made a part of this solicitation. Official addenda must be issued by the Knox County Purchasing Division. The visitation order will be as follows:

Center Visitation Order:

North Ridge Crossing, 1008 Breda Drive
 Claxton Center, 2400 Piedmont Street
 Western Heights, 1101 W. Oldham Ave.
 Anderson Center, 4808 Prospect Road
 East I Center, 2400 Prosser Road
 East II Center, 2330 Prosser Road

- 3.29** **MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:
- 3.29.1** Cancel the Contract if it is currently in effect;
- 3.29.2** Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.
- 3.30** **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.31** **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.32** **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a Invitation in writing to the Knox County Procurement Division prior to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bids.

3.33 PRICING: The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period.

If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change Requested with documentation to support the Requested adjustment.

Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- 3.33.1 Continue with the existing prices;
- 3.33.2 Invitation a lower price increase;
- 3.33.3 Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the Requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.34 PUBLIC RECORDS ACT: Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate Invitations.

3.35 RECORDS: Contractor(s) will maintain records of services provided to Knox County and make them available upon Invitation by any of the respective participating agencies. The successful Contractor(s) shall only disclose the records of the Requesting agency and not disclose other agency information.

3.36 REJECTION OF BIDS: Knox County reserves the right to reject any and all bids received as a result of this Invitation 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.

3.37 REMOVAL OF VENDOR'S EMPLOYEES: The successful Contractor(s) agrees to utilize only experienced licensed, responsible, and capable people in the performance of the work.

Knox County may require that the successful Contractor(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.

3.38 SAFETY AND PROTECTION: The vendor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the vendor is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the department designee.

The vendor 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.

Vendor shall be required to furnish their employees with all needed safety equipment, personnel protective equipment (PPE), and other protective devices as needed to ensure the safety of all vendor's staff.

Vendor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

- 3.39 SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.40 SCHEDULE OF SERVICE:** Head Start Centers operate on a split schedule throughout the year. The primary period is from September 1 through May 31. During this period the entire center(s) will be cleaned as per the duties schedule listed in Section IV. The secondary period, June 1 through August 31, will have less duties and square feet to clean as portions of each Center are essentially shut down.
- 3.41 SIGN-IN:** Vendors must sign the Vendor Check-In Log at each Head Start center where work is to be performed. Failure to sign-in will negate Knox County's responsibility to pay the resulting invoice.
- 3.42 STATE CERTIFICATION:** As applicable, all Vendors must be certified by the State of Tennessee as required by Tennessee Code Annotated. All certifications for the operations Requested herein must be current and submitted with the bid.
- 3.43 SUB-CONTRACTING:** Any sub-contracting must be approved in advance by the Head Start. Head Start reserves the right to terminate the Contract if subcontracting is done without prior written approval. Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.44 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **December 21, 2022 @ 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.
- 3.45 UNIFORMS:** All personnel shall be dressed in a manner approved by Head Start and the successful Contractor. Personnel shall be clean and neat in appearance. Uniforms or name badges which clearly identify the employees as members of the vendor's work force shall be worn.
- 3.46 UNSATISFACTORY PERFORMANCE:** Contractor will have twenty-four (24) hours from notification to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Vendor. Repeated incidences of unsatisfactory performance will result in immediate cancellation of the agreement.
- 3.47 VENDOR(S) RESPONSIBILITIES:** At their own expense, the vendor(s) shall:
- Provide qualified supervision;
 - Provide qualified workers;
 - Perform work without unnecessarily interfering with Head Start activities or other Vendor(s);
 - Provide courteous, efficient and prompt service in response to call estimates, new service, repairs and complaints;

SECTION IV SCOPE OF SERVICES

- 4.1 SCOPE OF SERVICES:** Knox County Head Start is seeking a private Contractor to provide Janitorial Services. Knox County Head Start wishes to obtain pricing for Head Start Centers' primary period from September 1 through May 31 and the secondary period June 1 through August 31. Bidders shall quote a monthly fee for the primary period and a square foot fee for the secondary period.

4.2 CHEMICALS/SUPPLIES: Head Start will provide all cleaning chemicals and cleaning supplies (e.g.: paper towels, toilet paper, trash liners, mops, buckets) except vacuums and vacuum parts/accessories.

4.3 EQUIPMENT: Vendor is responsible for vacuums and vacuum parts/accessories, furnishing safety equipment, personal Protective equipment (PPE), and other protective devices as needed to ensure the safety of all vendor's staff. Equipment shall be in proper working order in accordance with all laws.

Head Start will provide locked storage space for use by the vendor(s) but shall not be responsible for any loss, which may occur due to theft and/or vandalism. A list of all projected equipment to be used by the vendor(s) by center must be submitted with the vendor's bid.

Head Start will provide wet floor signs. These signs will be stored strategically throughout each center to aid in safety and assist in response time, when needed.

4.4 JANITORIAL CLEANING SCHEDULE: Vendors can start cleaning anytime between 4:15 P.M. to 5:30 A.M. Monday – Friday as a general rule. Once an award is made to winning vendor, CAC and the vendor will set the scheduled times to clean.

4.5 QUALITY ASSURANCE: Successful vendor will be expected to participate in quality assurance activities on Quality Control Sheets (monthly) between the Head Start Facilities Coordinator and / or Center Manager. Process and procedures to be agreed upon when contract is awarded. Successful Contractor(s) may be required to attend regularly scheduled Quality Assurance meetings at the discretion of the Head Start Administrative Staff.

4.6 SECURITY: The Head Start security requirements include:

- Guns, knives, or other weapons shall not be allowed on premises.
- Alcohol and drugs are prohibited on premises.
- In the event of lost keys, the Contractor may be responsible for the replacement and/or re-keying of the facility upon the discretion of Head Start.
- Head Start keys will remain the property of Head Start. In the event of termination, all keys must be returned to the Head Start Facility Manager. If they are not returned, Head Start reserves the right to charge a “non- returned” fee to the contractor(s).
- It is understood that the contractor(s) will make every effort to find and return any/all keys in the event they are lost/misplaced.
- In buildings where there are security alarms, the contractor(s) will be responsible for arming and disarming the system unless there are other designated people in the facility. Head Start reserves the right to add security alarms at each Head Start facility at its sole discretion. Malfunctions of the alarm system are to be reported to a specific designated number, contact information will be provided upon award.
- Upon awarding a facility to a contractor, Head Start will issue an alarm code to the Contractor to be solely used by them.
- Security and safety are essential responsibilities shared by Head Start and its contractor(s). Throughout the course of this Contract, Head Start may make additional changes/upgrades to security procedures, which the Contractor(s) will be expected to follow.
- Cooperation and communication between Head Start and the Contractor(s) will be crucial to providing safe working environments.

4.7 DAILY DUTIES:

Classrooms

Empty all trash containers and replace liners

Clean, sanitize and polish classroom sinks

Clean mirrors in sink areas

Clean walls around sinks, under soap dispensers, and below paper towel dispensers

Remove mats from tile/vinyl areas

Place chairs on tables in order to clean properly under tables

Sweep floors and remove debris from floors and rugs

Sweep under sinks, water table and playdough tables
Vacuum rugs and entrance mats
Mop and sanitize floors using provided chemicals at proper mix ratio
Replace mats after floor dries unless directed otherwise by the Center Manager
Replace plug protectors after using
Wipe and sanitize doorknobs and area of door around doorknobs for each classroom exit door
Clean and sanitize water fountains
After cleaning, make sure chemicals are stored appropriately

Bathrooms

Clean, sanitize and polish all fixtures including toilet bowls and seats, urinals, and hand basins
Clean and polish all chrome fittings, glass, and mirrors
Empty all trash containers and replace liners
Clean and sanitize exterior of trash containers, including lids
Damp wipe and clean walls and partitions free of handprints and dust
Clean walls around sinks, under soap dispensers, and below paper towel dispensers
Refill all dispensers to normal limits: soap, tissue, and paper towels
Low dust all surfaces to hand height
Clean baseboards – free of dust and debris
Mop and sanitize floor using provided chemicals at proper mix ratio

Kitchen

Remove mats
Sweep and mop mats in kitchen
Sweep floor and remove debris, including under equipment (stove, refrigerator, sink, etc.)
Remove any food stuck to the floor
Mop and sanitize floor using provided chemicals at proper mix ratio
Replace mats after floors dry unless otherwise instructed by Center Manager
Empty trash and replace liners
Clean and sanitize hand-washing sinks
Clean walls around sinks, under soap dispensers, and below paper towel dispensers

Offices, Corridors, Hallways, Lobby and Common Areas

Sweep or dust mop vinyl/tile floors
Mop and sanitize floor using provided chemicals at proper mix ratio
Vacuum rugs and entrance mats
Sweep and mop all VCT, laminate, vinyl, and tiled floors
Empty all trash containers and replace liners
Wipe and sanitize wood sideboards on hallways
Wipe and sanitize doorknobs/panic bars and area of door around doorknobs for exterior exit doors
Sanitize water fountains

4.8 WEEKLY DUTIES:

Offices, Corridors, Hallways, Lobby and Common Areas

Clean windows to hand height
Dust windowsills, door frames, and door ledges – remove bugs and spider webs
Low dust all surfaces to hand height

4.9 BI-MONTHLY DUTIES:

Classrooms

Dust windowsills, door frames, and door ledges

4.10 SQUARE FOOTAGE: The approximate square footage for each center is given for informational purposes only. Floor plans can be provided upon request.

| | | |
|------------------------------|----------------------------|---|
| Anderson Center | 34,973 Square feet | includes infant/toddler classes |
| East I Center | 6,142 Square feet | |
| East II Center | 18,000 Square feet | includes infant/toddler classes |
| North Ridge Crossing | 22,000 Square feet | includes infant/toddler classes |
| Claxton Center | 20,200 Square feet | includes multiple levels, stairs, and limited access to water in Head Start office area |
| Western Heights | 22,000 Square feet | includes multiple levels, infant/toddler classes and stairs/elevator |
| Total (approximately) | 123,315 Square feet | |

Note: Bidders need not return pages 1 – 15 with their response.

SECTION V VENDOR INFORMATION BID 3350

JANITORIAL SERVICES FOR CAC HEAD START CENTERS

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____ Fax number _____

E-mail address _____

5.5 Contact person _____

5.6 Vendor's Knox County Business License Number _____
(If applicable, attach a copy of the license.)

5.7 Did you include the correct number of copies as per Section 1.10? _____ Yes _____ No

5.8 Did you include the Non-Collusion affidavit per Section 1.16? _____ Yes _____ No

5.9 Will you accept payment via E-commerce card (VISA) as per Section 1.17? _____ Yes _____ No

5.10 By submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response 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, per Section 2.14.

Authorizing Signature: _____
(Sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response 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 currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel per Section 2.16.

Authorizing Signature: _____
(Sign in blue ink)

Title: _____ Date: _____

5.11 Have you included the signed Criminal History Records Check Affidavit? _____ Yes _____ No

5.12 Did you include the Insurance Checklist as per Section 3.21? _____ Yes _____ No

5.13 I acknowledge receipt of: (Please write yes if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.14 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
COST
INVITATION FOR BID NUMBER 3350

| Cost per Center: | Sept. – May (monthly) | June – August (per sq. foot) |
|--|------------------------------|-------------------------------------|
| Anderson Center, 4808 Prospect Road | \$ | \$ sq. foot |
| Claxton Center, 2400 Piedmont Street | \$ | \$ sq. foot |
| East I Center, 2400 Prosser Road | \$ | \$ sq. foot |
| East II Center, 2330 Prosser Road | \$ | \$ sq. foot |
| North Ridge Crossing, 1008 Breda Drive | \$ | \$ sq. foot |
| Western Heights, 1101 W. Oldham Ave. | \$ | \$ sq. foot |

Please include any additional costs/fees along with this attachment

ATTACHMENT B

**KNOX COUNTY PROCUREMENT
DIVISION INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER
#3350**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

| REQUIRED: | NUMBER | TYPE OF COVERAGE | COVERAGE LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--------------------------------|--|---|------------------------|---------|------------------------------|----|--------------------------------|--|--------------------------------|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--|--|--|--|--|--|--|--|--|-------------|-----------------------------|--|-------------------------------|--|-----------------------------------|--|
| YES | 1. | WORKERS COMPENSATION | STATUTORY LIMITS OF TENNESSEE | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 2. | EMPLOYERS LIABILITY | \$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 3. | AUTOMOBILE LIABILITY <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table> | X | ANY AUTO-SYMBOL (1) | | | | | | | | | | | | | | | | | | | <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 150px;">COMBINE SINGLE LIMIT (Per-Accident)</td> <td style="width: 100px; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per-Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table> | COMBINE SINGLE LIMIT (Per-Accident) | \$1,000,000 | BODY INJURY (Per-Person) | | BODY INJURY (Per-Accident) | | PROPERTY DAMAGE (Per-Accident) | |
| X | ANY AUTO-SYMBOL (1) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| COMBINE SINGLE LIMIT (Per-Accident) | \$1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODY INJURY (Per-Person) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODY INJURY (Per-Accident) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per-Accident) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 4. | COMMERCIAL GENERAL LIABILITY | LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px; text-align: center;">X</td> <td style="width: 20px;">OCC</td> </tr> </table> | CLAIM MADE | X | OCC | EACH OCCURRENCE \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | |
| CLAIM MADE | X | OCC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | FIRE LEGAL LIABILITY \$ 100,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | MED EXP (Per person) \$ 5,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | GEN'L AGGREGATE LIMITS APPLIES PER | PERSONAL & ADV INJURY \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 50px;">POLICY</td> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">PROJECT</td> <td style="width: 20px;"></td> <td style="width: 20px;">LO</td> </tr> </table> | POLICY | X | PROJECT | | LO | GENERAL AGGREGATE \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | |
| POLICY | X | PROJECT | | LO | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | PRODUCTS-COMPLETED OPERATIONS/AGGREGATE \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 5. | PREMISES/OPERATIONS | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 6. | INDEPENDENT CONTRACTOR | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 7. | CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE) | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 8. | XCU COVERAGE | NOT TO BE EXCLUDED | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 9. | UMBRELLA LIABILITY COVERAGE | \$1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | | PROFESSIONAL LIABILITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 10. | <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ARCHITECTS & ENGINEERS</td> </tr> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ASBESTOS & REMOVAL LIABILITY</td> </tr> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">MEDICAL MALPRACTICE</td> </tr> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">MEDICAL PROFESSIONAL LIABILITY</td> </tr> </table> | | ARCHITECTS & ENGINEERS | | ASBESTOS & REMOVAL LIABILITY | | MEDICAL MALPRACTICE | | MEDICAL PROFESSIONAL LIABILITY | <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 150px;">\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> </table> | \$1,000,000 PER OCCURRENCE/CLAIM | \$2,000,000 PER OCCURRENCE/CLAIM | \$1,000,000 PER OCCURRENCE/CLAIM | \$1,000,000 PER OCCURRENCE/CLAIM | | | | | | | | | | | | | | | | |
| | ARCHITECTS & ENGINEERS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | ASBESTOS & REMOVAL LIABILITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | MEDICAL MALPRACTICE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | MEDICAL PROFESSIONAL LIABILITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| \$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 OF THE CONTRACT UNLESS PROVIDED BY OWNER. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 19. | USL&H | FEDERAL STATUTORY LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

- 20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.
- 21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.
- 22. Certificate of Insurance shall show the RFP number and title.
- 23. 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 required coverage.

Agency Name: _____ Authorizing Signature: _____

Bidder's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Bidder's Name: _____ Authorizing Signature: _____

ATTACHMENT C
AFFIDAVIT OF COMPLIANCE
WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, § 49-5-413

(To be submitted with bidder by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the
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 bidder 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 D
Non-Collusion Affidavit**

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____, the firm that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2022.

_____ Title

My Commission expires _____

ATTACHMENT E
INVITATION FOR BIDS NO. 3350
SQUARE FOOTAGE UNDER CURRENT CONTRACT (30 Points)

Please detail the following:

- Size, scope, and square footage of current or recent facilities serviced
- Any educational/childcare settings
- Any institutional settings i.e. schools, hospitals, cafeterias
- Please include business names serviced, and contact details
- May add other pages if necessary

| Company Name and Setting | Square Footage | Contact Information |
|---------------------------------|-----------------------|----------------------------|
| | | |
| | | |
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