



# Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

## **Request for Proposal Shelby County Government Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: April 5, 2012*

**Due: April 27, 2012 no later than 3:00 P.M. (Central Standard Time)**

**RFP #12-003-51**

### **Carpet Maintenance Services – Various Locations (Support Services)**

Shelby County Government (the “County”), is soliciting written proposals from interested and qualified companies or professionals to provide carpet maintenance services, including management, supervision, labor, materials, supplies and equipment (the Services), for various Shelby County Government buildings. Information regarding this RFP is located on the County’s website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Bids” to locate the name of the above-described RFP.

*A mandatory pre-proposal conference, followed by a walk-thru of the facility, will be held at 9:00 a.m. on Thursday, April 12, 2012, at 160 N. Main, Suite 550, Memphis, TN 38103. All interested respondents will be required to attend this meeting. Failure to attend this meeting will result in the rejection of your bid. Note: Please allow plenty of time to go through the security checkpoint. If you plan to attend, you must contact the Purchasing Department via email at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov) to confirm your attendance with a representative’s name, company and contact number. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your bid.*

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government.

Proposals must be received in the Shelby County Purchasing Department **no later than 3:00 p.m. on Friday, April 27, 2012.** Proposals should be addressed to:

**Debbie Cairncross, Buyer**  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 550  
Memphis, TN 38103

The package containing an original copy (clearly identified as original) and six (6) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, CARPET MAINTENANCE SERVICES- VARIOUS LOCATIONS, RFP #12-003-51" noted on the outside.

Sincerely,

**Debbie Cairncross, Buyer**  
Shelby County Government  
Purchasing Department

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*Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

*Please download all of the additional information and attachments that accompany this RFP.*

## I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified companies or professionals to provide carpet maintenance including management, supervision, labor, materials, supplies and equipment (“the Services”) for various Shelby County Government buildings. This Request for Proposal (“RFP”) is being released to invite interested and qualified carpet maintenance contractors to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Provide documentation of a minimum of three (3) years experience in the management of carpet maintenance.
2. Provide sufficient, competent and skilled staff with experience in performing the Services required.
3. Provide employees that can pass a mandatory background check and have a picture I.D. badge.
4. Provide sufficient supplies and equipment to perform the required Services.
5. Provide proof of all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
6. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). Proof and documentation of employment eligibility must be included with the proposal.
7. **Apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*) **prior to submitting your response**
8. Attest that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item i. (***A written statement of compliance must be provided with your response.***)
9. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
10. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).

**Please Note:** *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.*

*You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application.*

*If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.*

### III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Debbie Cairncross, Buyer  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debbie Cairncross in writing at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be April 24, 2012 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

***Note: All written questions submitted by the deadline indicated above will be answered and submitted to the respondent via email.***

**Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.**

### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **April 27, 2012 @ 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

## V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

<b>Request for Proposals Released</b>	<b>Thursday, April 5, 2012</b>
<b>Mandatory Pre-bid Conference</b>	<b>Thursday, April 12, 2012 at 9:00 a.m.</b>
<b>Proposal Due Date</b>	<b>Friday, April 27, 2012 by 3:00 p.m. (CST)</b>
<b>Notification of Award</b>	<b>May/June 2012</b>
<b>Services to Commence</b>	<b>July 1, 2012 or immediately upon execution of the contract</b>

*A mandatory pre-proposal conference, followed by a walk-thru of the facility, will be held at 9:00 a.m. on Thursday, April 12, 2012, at 160 N. Main, Suite 550, Memphis, TN 38103. All interested respondents will be required to attend this meeting. Failure to attend this meeting will result in the rejection of your bid. Note: Please allow plenty of time to go through the security checkpoint. If you plan to attend, you must contact the Purchasing Department via email at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov) to confirm your attendance with a representative's name, company and contact number. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your bid.*

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

## VI. PROPOSAL CONDITIONS

### A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

### B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

### C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

**D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

**E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

**F. Proposal Validity**

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

**G. Disclosure of Proposal Contents**

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

**H. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

**LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the

conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

## **I. Living Wage**

Shelby County Government Ordinance #328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

## **VII. GENERAL REQUIREMENTS**

### **A. Background**

Shelby County has a large amount of carpet throughout various locations. The carpet square footage will be discussed during the pre-proposal conference. Additionally, the Criminal Justice Center, located at 201 Poplar Avenue, has an extremely high volume of foot traffic and requires maintenance on a routine basis by a professional company. The Services include restoration of carpet, bi-monthly cleaning, monthly cleaning and semi-annual cleaning of the following buildings. The locations of the buildings requiring the Services of the RFP are as follows:

- 160 N. Main Street-Vasco A. Smith, Jr. County Administration Building  
Basement, Lobby, and 1<sup>st</sup> through 11<sup>th</sup> floors (excluding the 8<sup>th</sup> floor)
- 140 Adams Avenue-Shelby County Courthouse  
Basement and 1<sup>st</sup> through 3<sup>rd</sup> floors
- 150 Washington Avenue-Shelby County Archives Building  
1<sup>st</sup> through 3<sup>rd</sup> floors
- 157 Poplar Avenue-Shelby County Office Building  
1<sup>st</sup> through 4<sup>th</sup> floors
- 201 Poplar Avenue-Criminal Justice Center  
Lower Level and 1<sup>st</sup> floor, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> floors.

### **B. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County' personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

### **C. Project Time Frame**

The contract period will begin July 1, 2012 or immediately upon execution of the contract through June 30, 2013 with the option to renew for four (4) additional one (1) year periods beginning July through June, with the same terms and conditions, satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The options to renew shall be upon written mutual consent of both the County and the Contractor. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

### **D. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Contractor's books relative to the Accounts.

**E. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

*During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.*

**F. Additional Information and References**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

**VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

**IX. PURPOSE/SCOPE OF WORK**

To select the best-qualified company and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

**Services Required**

**A. General Service Requirements**

The Services are to be performed after normal working hours, Monday 12:00 a.m. (midnight) through 7:00 a.m. Saturday morning, or hours as deemed necessary to perform the Services, holidays excluded. No work is to be performed on weekends, except where specified, unless prior approval of the Housekeeping Manager is obtained.

The contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and will plan, schedule, coordinate and assure effective performance of all services described herein. The contractor will be required to provide the Services and any related services in accordance with the specifications of this RFP. The successful Proposer shall be required to provide a calendar and schedule of cleaning dates. Any variation of schedule from the submitted calendar will be required to have a five (5) day prior approval by the Support Services Deputy Administrator and the Housekeeping Manager.

The term 'Restorative Cleaning' as used herein shall mean carpet cleaning required when the appearance of the carpet has degraded to unacceptable levels and periodic procedures make no improvement. Restorative Cleaning of high traffic areas is approximately seventy percent (70%) of the carpeted area.

**Note: Contractor must have employees that can pass a mandatory background check and issued a picture I.D. No subcontractors; all employees must be employed by the successful Service Contractor.**

## **B. Specific Services and Requirements**

1. Provide professional carpet cleaning and maintenance services.
2. Restoration of Carpet - Restorative cleaning is required when carpet has not been part of a regularly scheduled maintenance program and heavy soiling is evident. The objective of restorative cleaning is to remove all recoverable soils and bring the carpet's appearance back to acceptable levels as per the following techniques"
  - a. Thoroughly vacuum the floor using a pile lifter machine.
  - b. Pre-treat carpet with traffic lane cleaner.
  - c. Extract carpet with the appropriate hot water extraction truck mounted equipment.
  - d. Continue to extract the carpet with as many passes as necessary to insure all recoverable stains, soils and contaminates are effectively removed.
  - e. Use air movers to insure the carpet dries quickly. DO NOT DRY BONNET.
  - f. Insure that wicking will not occur. If wicking occurs, repeat process above.
3. Program Maintenance Schedule - For this contract the carpet will be divided into Heavy, Moderate, and Light traffic areas to be determined by the contractor and agreed to by the Housekeeping Manager. Each Proposer will submit a preliminary schedule with RFP package.
  - a. Heavy: Traffic areas are defined as those areas receiving the bulk of the facilities traffic soiling. These areas will include, but not limited to, elevators, elevator lobbies, core traffic lanes, etc., heavy traffic areas will be cleaned monthly (12 x per year). These areas represent about twenty-five percent (25%) of the facilities carpeted area. These areas must be cleaned by a truck mounted system.

- b. Moderate: Traffic areas are defined as secondary traffic lanes. These areas will include, but not limited to traffic lanes adjacent to core areas, conference rooms, service areas, etc., moderate traffic areas will be cleaned quarterly (4 x per year). These areas represent about fifteen percent (15%) of the facilities carpeted area.
- c. Light: Traffic areas are defined as low usage areas. These areas will include but not be limited to general and executive office space, libraries, storage rooms, etc. Light traffic areas will be cleaned semi-annually (2 x per year). These areas represent about sixty percent (60%) of the facilities carpeted area.

4. Program Maintenance Method

Program maintenance method to be as follows:

- a. Thoroughly vacuum the floor using a dual motor vacuum pile and lifter machine as needed.
- b. Spot clean carpet as needed.
- c. Hot water extract carpet with the appropriate hot water extraction truck mounted equipment and detergent
- d. Continue to extract the carpet with as many passes as necessary to insure all recoverable stains, soils and contaminates are effectively removed.
- e. Use air movers to insure the carpet dries quickly. DO NOT DRY BONNET.
- f. Insure that wicking will not occur. If wicking occurs, repeat process above.
- g. Do light carpet maintenance and repair (trim, reducer, etc.)

5. Approved Equipment and Chemicals - The following equipment and chemicals have been approved for use in conjunction with this contract. Other equipment and chemicals may be used if they meet or exceed the specifications of these products. Each bidder is responsible to provide a list of equipment slated to be used with this contract and if different from the following list the bidder must submit the specification sheets with the bid. The Housekeeping Manager has final approval as to whether the submitted products are equal to or better than the approved items:

- a. Vacuum: Pace Lite Trac (LT16010) pile lifter.
- b. Hot water extractor: Must have three (3) stage vacuum motor, 135" water lift and 300-400 water pressure.
- c. Truck mount hot water system: No less than 50 HP or a power take-off unit. Water pressure adjustable at the extraction head between 300-700 PSI, no matter the length of the hose. Vacuum equal or greater than 15" HG and 400 CFM at the extraction head, no matter the length of the hose.
- d. Air movers: Pace 3-speed cyclone Dryer (MD1003).
- e. Pre-treat spray system: Pace Explorer 1500H (E1500HPAC).
- f. Chemicals approved: DuPont Volatile Dry Solvent (DP3011), DuPont Non-volatile Dry Solvent (DP3012), DuPont Alkaline Detergent Spotter (DP3013),

DuPont Neutral Detergent Spotter (DP3201), DuPont Rust Remover (DP3014), DuPont RedOut (PC3034), DuPont Citric Acid Power (DP3109), DuPont Rotary Shampoo (DP3102), DuPont N-zyme Degreaser (DP3045), DuPont Extraction Cleaner (DCCCS1), DuPont Carpet Pre-spray & Extraction Cleaner (DC8929), DuPont 201 General Purpose Spotter (DC201), DuPont N-zyme Odor Treatment (DP3026), DuPont Refresh-it (DP3023), DuPont Micro-kill (DP3025).

6. Furnished by the Contractor - Fifteen (15) days prior to the starting date of the contract, the contractor shall submit to the Housekeeping Manager a list with Material Safety Data Sheets (MSDS), giving the name of the manufacturer, the brand name and intended use of each of the materials that he proposes to use in the performance of the work. The Contractor shall not use any material which the Housekeeping Manager determines would be unsuitable for the purpose or harmful to the surfaces to which applied. The Contractor shall only use supplies that have been approved by the Housekeeping Manager. All materials must be accompanied by the manufacturers Material Safety Data Sheets and a copy on file with the Housekeeping Manager at each site. Documentation must also be provided that all employees have received and are in compliance with the current Haz-Comm Act of 1991 and renewed yearly.
- a. The Contractor shall furnish all personnel, supplies, materials and equipment necessary or the performance of the work of this contract unless otherwise specified herein. These supplies and materials shall be of a quality to produce satisfactory results and not cause damage to property.
  - b. Any material which the Housekeeping Manager suspects of not meeting quality industry standards shall be tested by independent testing laboratory. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the Housekeeping Manager prior to the starting date of the contract.
  - c. All necessary carpet maintenance equipment including power drive floor scrubbing machines, extraction machines, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this nature and shall meet all OSHA and local standards and also meet the approval of the Housekeeping Manager. All equipment shall be maintained to original factory specifications. Altering of equipment is not permitted.
  - d. The Contractor shall require all employees, including supervisors, to wear employee/employer picture identification badges. This I.D. badge is to be clearly visible while in the performance of their duties.
  - e. All chemicals, materials and products that are used at any time during this Contract pursuant to completion of this contract, the Contractor shall have Housekeeping Manager's approval prior to commencing such use. All containers must be approved for specific products and have proper labeling. Improper container or labeling shall result in a fifty dollar (\$50.00) deduction per occurrence.

7. Deficiencies in Service – shall be defined as follows:

- a. The Contractor's supervisory representative will be required to meet with a Support Services Representative upon request whenever the level of service is unsatisfactory.
- b. The using department may require that the Contractor's supervisory representative tour the job site with a Support Services Representative to point out problem areas in the service being provided by the Contractor.
- c. A written list of deficiencies in the Contractor's service will be provided by the Support Services Representative.
- d. The Contractor will be required to correct the deficiencies within twenty-four (24) hours.
- e. Failure to correct the deficiencies within twenty-four (24) hours or repeated unsatisfactory levels of services may result in the cancellation of the contract upon fifteen (15) days written notice by the County.

8. Penalty - The Shelby County Government reserves the right to impose a penalty up to fifteen percent (15%) of the monthly billing for failure of successful Contractor to perform services according to specifications.

- a. All penalties shall be deducted from monthly billing in the month deficiencies occurred.
- b. All deficiencies shall be documented in writing and forwarded to the Administrator of Purchasing by Support Services. The Administrator of Purchasing's decision shall be final on all penalties imposed.
- c. Continued non-performance shall result in the cancellation of the contract.

9. Lost Keys - Keys not found and not returned with eight (8) hours will be considered lost. Contractor will pay all expenses for re-keying doors.

## X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### A. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Contractor will supervise all work under this Contract. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct

becomes detrimental to the work, shall immediately be removed from association with the services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor shall be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Consultant shall follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Contractor for services performed shall be on the Contractor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Contractor for the Contractor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from the performance of its duties under this contract. The County will not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that it has no public or private interest, and shall not acquire, directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Contractor shall not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby

County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents. (a) The Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals, as well as, the Response of the Contractor thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Contractor, the Contractor understands and

acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Contractor due to services performed pursuant to this Contract are subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

## **A. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. Responsibilities For Claims And Liabilities. (a) The Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor, its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not a party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgments or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to the Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Contractor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Contractor shall provide evidence of the following insurance coverage:

**PROFESSIONAL SERVICES/CONTRACTOR PROJECTS LESS THAN \$1,000,000**

***Minimum Limits of Insurance***

Contractor shall maintain coverage with limits of no less than:

1. *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Explosion, Collapse, & Underground Property Coverage, if applicable
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage, if applicable
  - g) Personal Injury and Advertising Liability
  
2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-Owned Autos
  - c) Hired Autos

3. *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability Coverage is \$1,000,000 per accident. Contractor waives its right of subrogation against Shelby County for any and all workers' compensation claims.
4. *Third Party Employee Dishonesty Coverage* – minimum limit of \$25,000 per loss/claim Third Party Employee Dishonesty Coverage.
5. *Property Insurance* – Proposer/Consultant may choose to purchase insurance for loss or damage to its equipment, materials and supplies. Shelby County will not be responsible for payment of any premium or deductibles applicable to this coverage. Proposer agrees to waive any right of subrogation against Shelby County Government for loss or damage to any of its property.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor will provide immediate notice to Shelby County.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

## **B. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Consultant agrees to permit duly authorized agents and employees of the County, to enter the Consultant's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Consultant will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on April 27, 2012, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

#### **B. PROPOSAL PRESENTATION**

1. One (1) original copy (clearly identified as original) and six (6) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, CARPET MAINTENANCE, RFP #12-003-51**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

#### **C. PROPOSAL FORMAT**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The

Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required)
  - a. Outline of how respondent can meet or exceed the minimum requirements.
  - b. Detail of how the respondent is qualified to provide the services required.
  - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).

3. Cost and Fees

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.

4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

5. References

References of the Proposer, including at least three (3) **other** clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business

name, the identification of a contact person, the title of the contact person and a telephone number.

6. Additional Information

- a. A description of any other resources available to the Proposer that will be useful in providing the Services;
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

**XII. PROPOSAL EVALUATION AND SELECTION**

**A. EVALUATION PROCESS**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications and experience of specific personnel assigned to this project;
    - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
    - iii. Project methodology;
    - iv. Previous experience in performing similar Services;
    - v. References;
    - vi. Proposed cost to Shelby County Government;
    - vii. Time frame for completion.

### 3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

*Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.*

### **B. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

**PRICING SCHEDULE**  
**Carpet Maintenance for the Criminal Justice Center and Annex**  
**RFP #12-003-51**

All services are to be performed five (5) days per week, Monday 12:00 a.m. (midnight) through 7:00 a.m. Saturday or any hours as deemed necessary to perform the Services.

**Note:** Except eleven (11) legal holidays proclaimed by Shelby County Government.

Services to be performed at:

160 N. Main Street-Vasco A. Smith, Jr. County Administration Building  
 Basement, Lobby, and 1<sup>st</sup> through 11<sup>th</sup> floors (excluding the 8<sup>th</sup> floor)

140 Adams Avenue-Shelby County Courthouse  
 Basement and 1<sup>st</sup> through 3<sup>rd</sup> floors

150 Washington Avenue-Shelby County Archives Building  
 1<sup>st</sup> through 3<sup>rd</sup> floors

157 Poplar Avenue-Shelby County Office Building  
 1<sup>st</sup> through 4<sup>th</sup> floors

201 Poplar Avenue-Criminal Justice Center  
 Lower Level and 1<sup>st</sup> floor, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> floors.

**Monthly**

**Annually**

\$ \_\_\_\_\_ x 12

\$ \_\_\_\_\_

**\*\*ANNUAL COST WILL BE TWELVE (12) TIMES MONTHLY COST SHOWN\*\***

**Price Per Sq. Ft.**

\$ \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**