



# Shelby County Tennessee

Mark H. Luttrell, Mayor

## **Request for Proposal**

### **Shelby County Government**

### **Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: March 8, 2013*

*Due: April 15, 2013 no later than 3:00 P.M. (Central Standard Time)*

**RFP # 13-002-53**

### **JANITORIAL SERVICES – JAIL AND ANNEX**

### **(SHELBY COUNTY SHERIFF’S OFFICE)**

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified firms to provide Janitorial Services in the Jail Annex which is located at the Criminal Justice Center, 201 Poplar Avenue, in Memphis, TN. Information regarding this RFP is located on the County’s website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to “Purchasing Bids” under Online Services on the home page to locate the above-described RFP.

*A mandatory pre-proposal conference to address your questions and to tour the facilities will be held on Wednesday, March 27, 2013 at 10:00 a.m., 201 Poplar Avenue, Memphis, Tennessee. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the Purchasing Department via email at [Andre.Woods@shelbycountyttn.gov](mailto:Andre.Woods@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. Please be on time to the mandatory pre-proposal conference.*

**Please Note:**

**Be advised that there is only one entrance to the pre-bid conference meeting location. Look for one walkway/driveway on the left side of the Criminal Justice Center loading dock on Washington Ave and to the right side of Trinity Lutheran Church at 210 Washington Ave. The walkway has a red and white church parking only sign on the sidewalk. Follow this walkway to the public entrance door for the Criminal Justice Center. It is very important that you arrive early because everyone has to go through the metal detector. Please do not bring a cell phone or electronic devices. No tobacco or smoking paraphernalia will be allowed inside. Bring a valid photo ID.**

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of Purchasing **no later than 3:00 p.m. on April 15, 2013.** Proposals should be addressed to:

Andre Z. Woods  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 550  
Memphis, TN 38103

**The package containing an original (clearly identified as original) and six (6) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, JANITORIAL SERVICES – JAIL AND ANNEX SHELBY COUNTY SHERIFF'S OFFICE, RFP # 13-002-53 noted on the outside.**

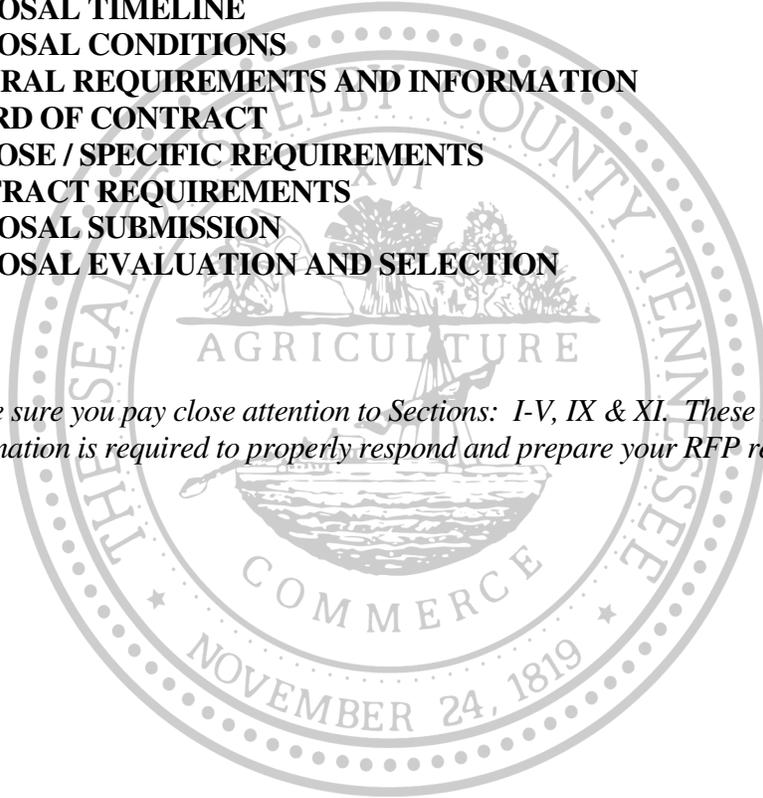
Sincerely,

**Andre Z. Woods, Buyer**  
Shelby County Government  
Purchasing Department

## TABLE OF CONTENTS

- I. INTRODUCTION**
- II. MINIMUM PROPOSER REQUIREMENTS**
- III. CORRESPONDENCE**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS AND INFORMATION**
- VIII. AWARD OF CONTRACT**
- IX. PURPOSE / SPECIFIC REQUIREMENTS**
- X. CONTRACT REQUIREMENTS**
- XI. PROPOSAL SUBMISSION**
- XII. PROPOSAL EVALUATION AND SELECTION**

*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.*



## I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified professionals to work as a Janitorial Services Provider for the Jail Annex located at 201 Poplar Ave. Memphis, Tennessee. All areas are to be cleaned daily, (7) seven days a week, 24 hours, (3 Shifts) including legal holidays proclaimed by Shelby County Government. This service shall require at least two (2) employees per shift to cover the 24 hour period at all times. This Request for Proposal (“RFP”) is being released to invite interested and qualified Companies 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. Have a minimum of five (5) years experience in Commercial Janitorial Services.
2. Have sufficient, competent, and skilled staff to perform the Services as required that will be able to **pass a mandatory background check**.
3. Have a qualified supervisor necessary for effective and efficient management of cleaning operations.
4. Have sufficient supplies and equipment to perform the required Services (*must provide a list of equipment*).
5. Have 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. **Apply** and **qualify** for 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**.
7. 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.*)
8. Adhere to all Title VI requirements and provide proof/documentation if necessary.
9. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
10. 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). *If applicable, proof and documentation of employment eligibility must be included with the proposal.*

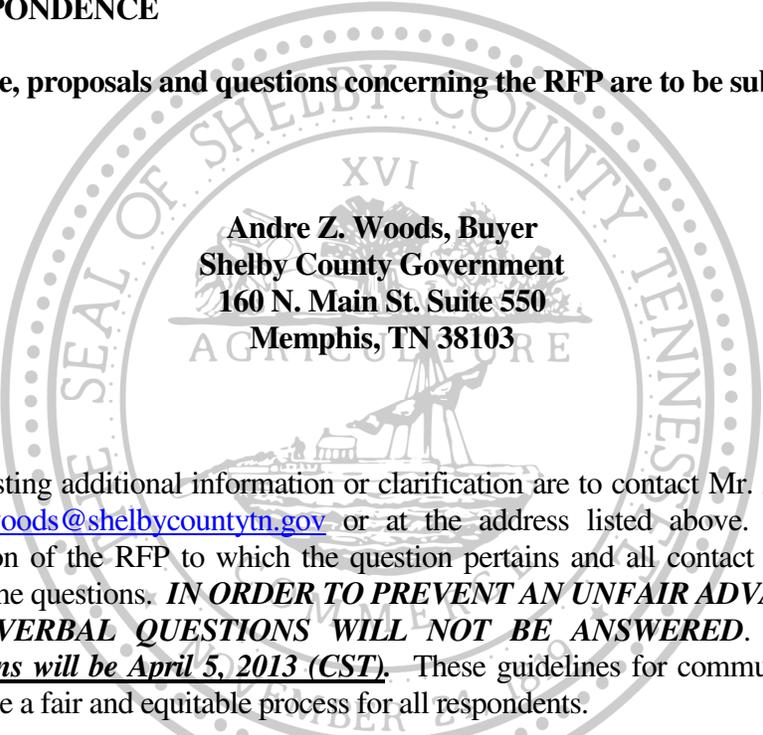
**Please Note:** *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.*

*You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link “Vendor Registration”. 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:**

The seal of Shelby County, Tennessee, is a large, circular watermark in the background. It features a central figure of a ship on a river, with the text "SEAL OF SHELBY COUNTY TENNESSEE" around the perimeter. The Roman numeral "XVI" is at the top, and "AGRICULTURE" is at the bottom. The seal is semi-transparent and serves as a background for the contact information.

**Andre Z. Woods, Buyer  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Mr. Andre Z. Woods in writing at [andre.woods@shelbycountyttn.gov](mailto:andre.woods@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 5, 2013 (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 posted on the County’s website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within 48 hours of the cut-off date.

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 15, 2013 at 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><u>Friday, March 8, 2013</u></b>
<b>Pre-Proposal Conference</b>	<b><u>Wednesday, March 27, 2013 10:00 A.M (CST)</u></b>
<b>Proposal Due Date</b>	<b><u>Monday, April 15, 2013 3:00 P.M. (CST)</u></b>
<b>Notification of Award</b>	<b><u>April – June 2013</u></b>
<b>Services to Commence</b>	<b><u>July 1, 2013</u></b>

*A mandatory pre-proposal conference to address your questions and to tour the facilities will be held on Wednesday, March 27, 2013 at 10:00 a.m., 201 Poplar Avenue, Memphis, Tennessee. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the Purchasing Department via email at [Andre.Woods@shelbycountyttn.gov](mailto:Andre.Woods@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. Please be on time to the mandatory pre-proposal conference.*

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**

Provider 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 (LOSb) 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 subcontractors 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 Government maintains and provides janitorial services for the Shelby County Sheriff's Office Jail Annex located at the Criminal Justice Center, 201 Poplar Ave., Memphis, TN. The Jail Annex is a fully staffed office and operates 24 hours, seven days a week serving the public. Professional janitorial services are required as part of maintaining the cleanliness of these buildings.

**b. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified Contractor selected through a competitive process that will work well with the County in the performance of the Services in a manner that is cost-effective and practical.

**c. Project Time Frame**

The contract term will begin July 1, 2013 through June 30, 2014. This contract has an option to renew for two (2) additional one year periods, July 1, 2014 through June 30, 2015 and July 1, 2015 through June 30, 2016, with the same terms and conditions and satisfactory performance of all criteria. 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.

**e. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section XII of this document. Each bidder 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**

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**

All areas are to be cleaned daily, (7) seven days a week, 24 hours, (3 shifts) including legal holidays proclaimed by Shelby County Government. **This service shall require at least two (2) employees per shift to cover the 24 hour period at all times.**

Services to be performed at: 201 Poplar, Jail Annex, in the below listed areas:

<u>Location</u>	<u>Square Footage</u>
• Lobby to processing Window	3,840 sq.ft.
• Vestibule at Entrance	616 sq.ft.
• Corridor to Elevator	1,584 sq.ft.
• Records and Information (R & I)	7,488 sq.ft.
• Fugitive/Hallway, Judicial Commission	7,488 sq.ft.
• Command Duty Officer (CDO)	432 sq.ft.
• Hallway-top of stairs & old visitation	4,024 sq.ft.
• First Floor Visitation Area	1,650 sq.ft.
• Lower Level Visitation Area (by elevator)	1,853 sq.ft.
<b>Total</b>	<b>28,975 sq.ft.</b>

**Definitions**

1. "Scrub" in the context of these specifications shall mean the removal of all foreign material from a floor by use of a cleaning solution of water and detergent and resulting in a surface free of all surface and embedded dirt (including rubber heel marks) and residual cleaning solutions and films.
2. "Dust mops" (all) are to be specially treated before use to aid in the removal of dust and dirt. After dust mopping, floors are to be free of all litter, debris, and grit. Treatment, which leaves an oil film on the floor, is prohibited.

**A. Minimum Requirements, All Areas**

1. The Contractor shall furnish all labor, materials, (**including trash liners**) equipment, and supervision to perform the services required at the frequencies specified. All equipment must be maintained in a satisfactory operative condition. **All bidders are to furnish a list of equipment.**

**Note: The trash liners, furnished by the Contractor, must be a minimum of .35 Mil., low density (or equivalent for high density bag, 8 Microns) for a 24" x 33" bag; a minimum of .70 Mil, low density (or equivalent for high density bag, 16 Microns) for a 55 gallon bag. Ultra thin liners will not be acceptable.**

**The County will supply only the toilet paper, hand towels, and hand soap**

2. The Contractor shall employ at all times, the quantity and quality of supervision necessary for the effective and efficient management of cleaning operations.
  - (a.) A staffing plan must be submitted with the name of one (1) specific supervisory representative listed as the contact person.
  - (b.) The staff members will sign-in and out each work day to verify hours worked.
  - (c.) The Supervisor and all employees shall be employed by the successful bidder or designated by him, as their full time representative on a full time basis and **not as Sub-contractor**.
  - (d.) All employees of the successful bidder will be required to wear an employee/employer Picture Identification badge. **This I.D. badge is to be clearly visible while in the performance of their duties.**

**NOTE: COMPANY IDENTIFICATION BADGES SHALL BE ISSUED BY THE CONTRACTOR RECEIVING THE AWARD AFTER A BACKGROUND CHECK HAS BEEN COMPLETED AND APPROVED BY THE SHERIFF'S DEPARTMENT.**

3. All supervisory personnel must be competent, skilled, management-type persons and have the utmost ability to supervise and assure quality performance of the staff personnel. They shall have an intimate knowledge of the various cleaning tasks, equipment, and materials so as to be able to both properly train and direct effective inspection and follow-up program.
4. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables, or window sills. Furniture must be picked up when moved and not dragged across floors. Upon completion of work, all furniture and equipment must be returned to its original position.

5. After sweeping and dust mopping operations, all floors shall be clean and free of dust streaks. No dirt shall be left in corners, behind radiators, under furniture, behind doors or on stair landings and treads. No dirt shall be left where sweepings were picked up.
6. Wet mopping and scrubbing, all floors shall be properly prepared, thoroughly swept to remove visible dirt and debris and removal of gum, tar, and similar substances from the floor surface. On completion of the mopping and scrubbing, the floor shall be clean and free of dirt, water streaks, mop marks, strings, etc., properly rinsed and drop mopped to present an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean. When scrubbing is designated, it shall be performed by machine or by hand with a brush.
7. Dusting, dust shall not be moved from place to place, but removed directly from the areas in which it lies by the most effective means, appropriately treated dust cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:
  - (a.) There shall be no dust streaks.
  - (b.) Corners, crevices, molding, and ledges shall be free of dust.
  - (c.) There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
  - (d.) When inspected with a flashlight, there shall be few or no traces of dust on any surface.
8. Damp Wiping, this task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.
9. Bright Metal Polishing may be performed by damp wiping and drying with a suitable cloth, provided a polished appearance is obtained by this method. However, if a polished appearance cannot be produced, an appropriate metal polish shall be used.
10. Porcelain Ware Cleaning, porcelain fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings and water marks.

11. Spot cleaning, following these operations, smudges, marks and/or spots shall have been removed from the designated areas without causing unsightly discoloration.
12. Miscellaneous:
  - (a.) Rugs and Carpets, after each vacuuming, all rugs and carpets shall be clean and free of dust balls, dirt and other debris and the nap shall lie in one direction. Spot clean as necessary.
  - (b.) Elevator Floors, where floors have resilient type covering all necessary cleaning operations shall be performed to provide a clean and polished appearance.
  - (c.) Additional Cleaning: In the event that any additional floor space is added to that amount already specified, or if there is an emergency situation that requires extra work, the Contractor shall be paid extra compensation. This will be considered in addition to the base contract.
13. Elevator floors, where floors have resilient type covering all necessary cleaning operations shall be performed to provide a clean and polished appearance.

**B. Services Required – Specific Requirements**

**PUBLIC AREAS – DAILY/NIGHTLY (3 SHIFTS)**

"Public Areas" in the context of this specification shall mean all entrances, (including docks), lobbies, interior stairwells, elevators, and corridors. Service required shall conform to minimum requirements previously stated in the specifications (General and Minimum). The following services shall be performed per day/night as specified.

1. Floors
  - (a.) Dust mop all corridors, entrance halls, and lobbies.
  - (b.) Scrape gum as required.
  - (c.) Spot mop all floors to remove all foreign matter and spillage.
  - (d.) Spray buff all entrances and entrance lobbies and public use areas.
  - (e.) Spot clean carpets as necessary.

2. Stairwells

- (a.) Sweep stairs and spot mop spillage.

3. Waste Receptacles

- (a.) Empty waste paper receptacles of trash. Replace plastic liners (**to be furnished by the Contractor- refer to Page 12 for plastic liner specifications**).

**NOTE:** All trash bags are to be removed from the premises daily. No dragging of trash bags across floors. Any cleaning required due to drag marks or soiled areas will be the responsibility of the Contractor.

4. Glass Cleaning

- (a.) Clean door glass on all entrances inside and outside.
- (b.) Clean all windows inside and outside.

5. Elevators

- (a.) Sweep and wet mop floors in all elevators.
- (b.) Clean and disinfect walls and doors with a treated cloth. Damp wipe and dry shine stainless steel railings on back and side walls.
- (c.) Spray buff doors daily.

6. Drinking Fountains

- (a.) Wash and disinfect all drinking fountains. Dry shine to prevent spotting, use ENVY brand or equal.

In addition to the daily requirements listed, the following services shall be required at the intervals shown:

**PUBLIC AREAS - WEEKLY**

1. Floors

- (a.) Spray buff corridors once a week with the exception of entrance lobbies, which are done daily.

2. Stairwells

- (a.) Damp wipe all handrails.

3. Glass Cleaning

- (a.) Wash door handles and metal framing around entrance door glass.

4. Walls

- (a.) Dust all corridor walls up to the ceiling with untreated mop or vacuum. Wash with mild soap and dry with clean cloth. Wash all office walls, molding, switch-plates, floor outlets and doors, with particular attention being made to black marks, stains and high human contact areas, or more often if needed.
- (b.) Spot wash painted wall surfaces in all corridors around light switches, drinking fountains and other heavy trafficked areas.

**PUBLIC AREAS – QUARTERLY**

All corridor areas, entrances and stairwells are to be scrubbed. Floor scrubbed with a cleaner and recoated with two (2) to four (4) coats of floor finish.

**PUBLIC AREAS – SEMI-ANNUALLY**

Dust all corridor walls up to the ceiling with untreated mop or vacuum, wash with mild soap and dry with clean cloth. Wash all office walls, molding, switch-plates, floor outlets and doors, with particular attention being made to black marks, stains and high human contact areas.

**RESTROOMS – DAILY**

"Restrooms" in the context of this specification shall mean all public restrooms, both the men's, women's, plus private toilet rooms located within offices. Services required shall conform to minimum requirements as previously stated in the Specifications (General and Minimum).

1. Floors

- (a.) Sweep and then mop with disinfectant detergent.

2. Waste Receptacles

- (a.) Empty all trash receptacles. Replace plastic liners where required (**to be furnished by the Contractor- refer to Page 12 for plastic liner specifications**). Damp wipe all wastepaper receptacles inside and out.

**NOTE:** All trash bags are to be removed from the premises daily. No dragging of trash bags across floors. Any cleaning required due to drag marks or soiled areas will be the responsibility of the Contractor.

- (b.) Empty and disinfect all sanitary napkin receptacles and install new paper or plastic bags **(to be furnished by the Contractor- refer to Page 12 for plastic liner specifications)**.

3. Glass Cleaning

- (a.) All mirrors, shelves, and chrome fixtures shall be polished with glass cleaner.

4. Water Closets and Urinals

- (a.) All water closets, seats, and urinals shall be washed inside and out with a disinfectant detergent.
- (b.) Seats shall be left in a raised position.
- (c.) No acid bowl cleaners are to be used, when necessary, to remove build-up.

5. Walls

- (a.) Walls are to be washed to a height of seventy (70) inches with a disinfectant detergent solution. This includes stall dividers and doors.

6. Wash Basins

- (a.) Shall be cleaned and wiped free of all water marks.
- (b.) Scouring powders are not to be used.
- (c.) Pipes under wash basins are to be damp wiped and polished dry.
- (d.) Bright metal hardware is to be cleaned, rinsed, and dry shined to prevent water spotting.

## OFFICE AREAS / COURTROOMS - DAILY

"Office Areas" in the context of this specification shall mean all enclosed space used for work areas off public corridors. These areas shall include library areas and/or conference room areas. Services required shall conform to minimum requirements previously stated in the Specifications (General and Minimum).

1. Floors
  - (a.) Dust mop all tile floor areas. Chairs are to be properly replaced into knee well of desks.
  - (b.) Spot mop floors to remove all foreign matter and/or spillage.
  - (c.) Vacuum all carpeted floor areas.
  - (d.) Spot clean carpets as necessary.
2. Waste Receptacles - Empty all wastebaskets. Replace plastic liners where required (**to be furnished by the Contractor- refer to Page 12 for plastic liner specifications**).

**NOTE:** All trash bags are to be removed from the premises daily. No dragging of trash bags across floors. Any cleaning required due to drag marks or soiled areas will be the responsibility of the Contractor.

3. Dusting and Desk Top Cleaning
  - (a.) Dust all office furniture (desks, files, tables, and phones).

**NOTE:** Stacks of paper and/or desk top equipment are not to be moved. Only cleared desktop areas are to be dusted.

In addition to the "daily" requirements, the following additional services shall be required at the intervals shown:

## OFFICE AREAS - WEEKLY

1. Dusting and Cleaning
  - (a.) Dust vertical surfaces of all office furniture, sides of desk, files, tables, etc.
2. Glass Cleaning
  - (a.) Damp wipe all clear, opaque or frosted glass in doors, partition, pictures and bookcases.

## **OFFICE AREAS – MONTHLY**

1. Floors
  - (a.) Spray buff all tile floor areas
2. Dusting and Cleaning
  - (a.) High dusting (pictures, frames, etc.) all horizontal and vertical objects.

## **OFFICE AREAS – SEMI-ANNUALLY**

1. Dusting and Cleaning
  - (a.) Dust or vacuum all walls up to the ceiling.

## **C. DEFICIENCIES IN SERVICE**

1. The Contractor's supervisory representative will be required to meet with a Support Services Representative *once a month* to assure that all services are being provided in a satisfactory manner or upon request whenever the level of service is unsatisfactory.
2. The County 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.
  - (a.) A written list of deficiencies in the Contractor's service will be provided by the Support Services Representative.
  - (b.) The Contractor will be required to correct the deficiencies within twenty-four (24) hours.
  - (c.) 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.
3. Penalty
  - (a.) 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. 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 the Support Services Department. The Purchasing Administrator's decision shall be final on all penalties imposed.

(c.) Continued non-performance shall result in the cancellation of the contract.

4. Lost Keys

(a.) Keys not found and not returned within 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. All work under this Contract will be supervised by the Contractor. 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 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 will 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 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 Contractor will 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 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 plead nolo contendere, or has plead 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 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 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 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 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 performance of its duties under this contract. The County shall 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 will 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. (a) The Contractor will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from Contractor for a period of one year from employment separation from County if during the period of employment with County the employee or official had any direct or indirect involvement with Contractor's services or operations provided t 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 is assumed to be familiar with and agrees that at all times it will 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, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(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. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for 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/Bids 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 County by the Contractor, Contractor understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) 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. Contractor warrants to 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) 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) 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 party to this Contract against 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 judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) 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 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 will provide evidence of the following insurance coverage:

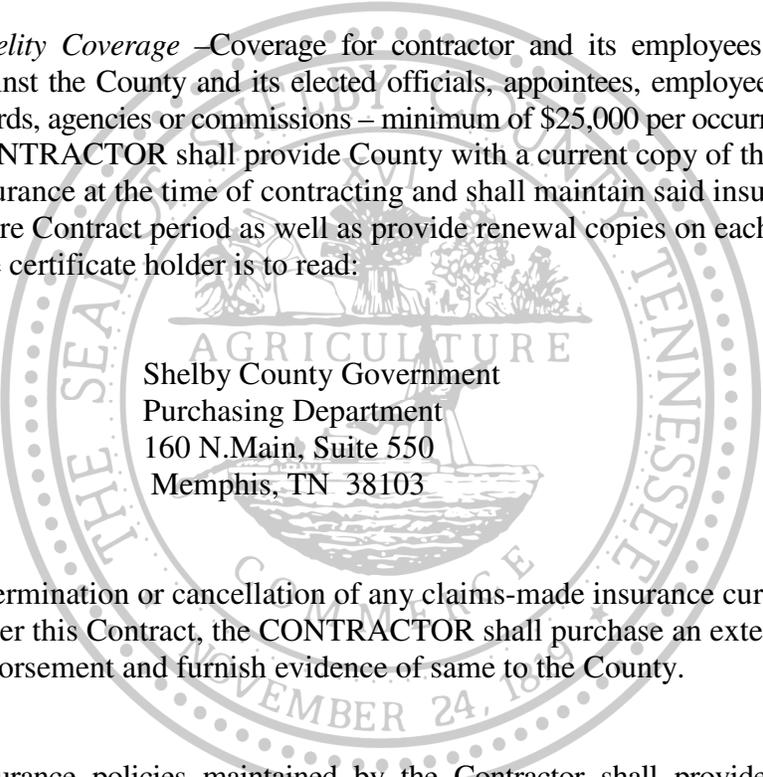
**PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000**

***Minimum Limits of Insurance***

For all services and operations under this agreement, the Contractor/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 Coverage, if applicable
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury
  
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal 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. This policy should include Employers' Liability Coverage for \$500,000 per accident. Contractor waives its right of subrogation against Shelby County for any and all workers' compensation claims. The Contractor's workers compensation policy will include the following endorsement: **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT:** (form WC 00 03 13) A completed copy of this form will be included in documents provided to Shelby County Government by provider's insurance agent/broker/company
- 4) *Fidelity Coverage* –Coverage for contractor and its employees for dishonest acts against the County and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$25,000 per occurrence. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

The seal of the State of Tennessee is visible in the background, featuring a plow, a sheaf of wheat, and a cotton plant, with the word "AGRICULTURE" written across the top. The outer ring of the seal contains the text "THE GREAT SEAL OF THE STATE OF TENNESSEE" and "NOVEMBER 24, 1796".

Shelby County Government  
Purchasing Department  
160 N.Main, Suite 550  
Memphis, TN 38103

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the CONTRACTOR shall purchase an extended reporting endorsement and furnish evidence of same to the 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. Any insurance company of the Contractor shall be authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X". All policies will provide for sixty (60) days written notice to Shelby County of cancellation of coverage provided; with 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.

## B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter Contractor'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 Contractor 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 Monday April 15, 2013, 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 (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, JANITORIAL SERVICES, JAIL ANNEX, - SHELBY COUNTY SHERIFF'S OFFICE, RFP# 13-002-53**" with due date and time indicated.
3. Proposals must be in ink. 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 bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor's proposal.

## 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 and Utilization Report (*required documents*) should be the first two 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. Utilization Report (*Separate Attachment Form*)
3. 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.
4. Cost and Fees (*Include the price schedule in your proposal response listed as the last page of this document.*)

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services.
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.

5. 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.

6. 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.

7. 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. Understanding of the Services required by the County;
  - b. Quality and responsiveness of the proposal;
  - c. Demonstrated competence and professional qualifications;
  - d. Recent experience in successfully performing similar Services;
  - e. Proposed approach in completing the Services;
  - f. References;
  - g. Background and related experience of the specific individuals to be assigned to this project;
  - h. Time frame for completion; and
  - i. Proposed cost to Shelby County Government.

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**  
**Janitorial Services – Jail And Annex Downtown Complex**  
**RFP #13-002-53**

All areas are to be cleaned daily, (7) seven days a week, 24 hours, (3 shifts) including legal holidays proclaimed by Shelby County Government. **This service shall require at least two (2) employees per shift to cover the 24 hour period at all times.**

Services to be performed at: 201 Poplar, Jail Annex, in the below listed areas:

<u>Location</u>	<u>Square Footage</u>
• Lobby to processing Window	3,840 sq.ft.
• Vestibule at Entrance	616 sq.ft.
• Corridor to Elevator	1,584 sq.ft.
• Records and Information (R & I)	7,488 sq.ft.
• Fugitive/Hallway, Judicial Commission	7,488 sq.ft.
• Command Duty Officer (CDO)	432 sq.ft.
• Hallway-top of stairs & old visitation	4,024 sq.ft.
• First Floor Visitation Area	1,650 sq.ft.
• Lower Level Visitation Area (by elevator)	<u>1,853 sq.ft.</u>
<b>Total</b>	<b>28,975 sq.ft.</b>

**Monthly**

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

**Annual**

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

**\*\*COST FOR CLEANING OF ADDITIONAL FLOOR SPACE, IF NEEDED\*\***

**Price Per Sq. Ft.**

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