

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT  
3411 HIGHWAY 126 – SUITE 201  
BLOUNTVILLE, TN 37617-0569

Kristinia Davis  
PURCHASING AGENT

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**REQUEST FOR PROPOSAL**

**RFP #G22211(KD)**

CUSTODIAL CLEANING  
FOR

*SULLIVAN COUNTY KINGSPORT HEALTH DEPARTMENT*

**OPENING DATE: TUESDAY, JULY 28, 2015 (2:00PM)**

The Offices of the Sullivan County Purchasing Agent is soliciting proposals for custodial cleaning for the Sullivan County Kingsport Health Department. Terms, conditions, and specifications are attached.

Submission of your proposal must be in a sealed envelope and marked “Custodial Cleaning” on the front of the envelope and delivered to the Sullivan County Purchasing Office, 3411 Hwy 126, Ste 201, PO Box 569, Blountville, Tennessee 37617.

Please review these documents carefully. Proposals submitted must include the attached vendor information sheet and requested documents.

Any questions or concerns regarding the proposal should be directed to Kristinia Davis, Purchasing Agent at 423-323-6400, Monday thru Friday between 8:00 a.m. and 5:00 p.m.

**SULLIVAN COUNTY GOVERNMENT  
CUSTODIAL CLEANING  
BID NO. G22211(KD)  
BID OPENING: JULY 28, 2015**

**VENDOR INFORMATION**

Vendor\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Contact Person\_\_\_\_\_  
(Please Print)

Telephone Number\_\_\_\_\_Fax Number\_\_\_\_\_

Email Address\_\_\_\_\_

Authorized Signature\_\_\_\_\_

Printed Authorized Name\_\_\_\_\_

Business License Number\_\_\_\_\_

**SULLIVAN COUNTY GOVERNMENT  
ATTESTATION  
REGARDING THE USE OF ILLEGAL IMMIGRANTS IN THE  
PERFORMANCE OF ANY CONTRACT**

**In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124), the undersigned Contractor/Vendor hereby attests, warrants and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the service of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order.**

Name of Contractor/Vendor\_\_\_\_\_

Federal ID Number or Social Security Number\_\_\_\_\_

Sullivan County Purchase Order Number or Bid Number\_\_\_\_\_

Date Attested\_\_\_\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

**Note: Individual signing must have contractual authority to bind the entity.**

**SULLIVAN COUNTY GOVERNMENT  
CUSTODIAL CLEANING  
BID NO. G22211(KD)  
BID OPENING: JULY 28, 2015**

**SECTION 1 GENERAL TERMS AND CONDITIONS**

1. **ADDITIONAL INFORMATION:** ALL requests for additional information **MUST** be routed to the Sullivan County Purchasing Office, Kristinia Davis, Purchasing Agent at (423) 323-6400. Questions may be e-mailed to [kris.davis@sullivancountyttn.gov](mailto:kris.davis@sullivancountyttn.gov)
2. **CONFLICT OF INEREST:** Vendor, by submitting a signed proposal, certify that **no gratuity of any kind and no part** of the total contract amount provided herein shall be **paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.** A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.
3. **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law.
4. **ILLEGAL IMMIGRANTS:** In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124) addressing the use of illegal immigrants in the performance of any contract to supply Goods or Services to Sullivan County, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For the purposes of this contract, “illegal immigrant” shall be defined as any person who is not either a United States Citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal Immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract.

Contractor/Vendor hereby attest, warrants, certifies, and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the services of any

subcontractor who will utilize the services of an illegal immigrant in the performance of this contract of this contract/purchase order. The Contractor shall reaffirm this attestation, in writing, by completing and submitting a signed copy of the attached Attestation document with proposal documents and shall reaffirm in writing annually should this contract be eligible for renewal for the period of this contract.

Prior to the use of any subcontractor in the performance of this contract the contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to Sullivan County Government Officials upon request.

Failure to complete and return the attached attestation form will result in the disqualification of your proposal.

5. **DRUG-FREE WORKPLACE:** It is the policy of Sullivan County Government to operate in compliance with the Drug-Free workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace, on County premises is prohibited. Intoxication or use of alcohol while performing the duties of this contract is also strictly prohibited.
6. **NON-DISCRIMINATION:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or disability except where religion, sex, national origin, or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
7. **TITLE VI OF THE CIVIL RIGHTS ACT:** It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI.
8. **TAXES:** Sullivan County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
9. **REJECTION OF PROPOSALS:** Sullivan County shall reject any proposal that is determined to be non-responsive. Sullivan County reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for Sullivan County or any other governmental agency.
10. **AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, who present the product or service that is in the best interest of Sullivan County. **Sullivan County reserves the right not to award this proposal.**

11. **PROPOSER'S QUALIFICATIONS:** Proposers, upon request, must provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish all such information and data for this purpose as the County may request. Sullivan County will make the final determination as to the Proposer's ability. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. **SUBCONTRACTING:** Sullivan County will award this proposal to one vendor. The successful vendor may not reassign the "award agreement", its obligations or rights" hereunder to any party without the written consent of Sullivan County Purchasing Agent. If the proposal includes the use of subcontractors, Proposers should identify the specific subcontractors and the specific requirements of the RFP for which each proposed subcontractor would perform services.
13. **SIGNING OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
14. **WAIVING OF INFORMALITIES:** Sullivan County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Sullivan County.
15. **SUBMISSION OF PROPOSAL:** Sullivan County does not accept telegraphic or electronically transmitted proposals. Proposal shall be enclosed in a sealed envelope and delivered to the Sullivan County Purchasing Department, 3411 Hwy 126, Suite 201, PO Box 569, Blountville, TN 37617. The Proposer shall show on the outside of the envelope proposal name.

At the specified date and time, the names of Proposers submitting proposals will be read aloud but information in the proposals will not be made public until after the evaluation process and award(s) are made at which time all proposals will become available for public viewing. **Late proposals will not be accepted.**
16. **INFORMED BIDDER:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error.

## SECTION II OBLIGATIONS, RIGHT AND REMEDIES

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

1. **MODIFICATIONS OR AMENDMENTS:** This contract resulting from this proposal may be modified only by written amendment and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Sullivan County without the prior written approval of the Sullivan County Purchasing Agent.
2. **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
3. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFP the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
4. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Sullivan County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Courts of Sullivan County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
5. **DEFAULT:** If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Sullivan County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of contract. Sullivan County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Sullivan County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Sullivan County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.
6. **APPROPRIATION:** In the event no funds are appropriated by Sullivan County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of

previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.

7. **CHILD LABOR:** Contractor agrees that no products will be provided or used under this Contract that have been manufactured or assembled by child labor.
8. **INDEMNIFY AND HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Sullivan County Government, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission of commission of Contractor, its subcontractors, suppliers, agents or employees.

The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

### **SECTION III SPECIAL TERMS, CONDITIONS AND PRICING**

1. **SCOPE OF WORK:** It is imperative the successful contractor provide the Health Department with a cleaning program that will address the cleaning needs of a health care environment. Cleaning products must be EPA registered Hospital grade disinfectants that will remove and eliminate the spread of germs. The contractor will not be responsible for the removal of bio-hazard waste.

The full interior of the building will be five (5) times a week before or after business hours. The successful contractor will be allowed to decide the service time. The service times must be consistent each day. If the contractor chooses to perform the services in the morning hours, cleaning must be completed by 7:30 am so that it does not overlap with the business hours of operation.

#### **A. PATIENT AREAS – DAILY**

1. Sweep all hard surfaced floors with dust control tool. Sweeping to include corners, baseboards, and hard to reach areas.
2. Wet mop hard surface area with an approved germicidal solution.
3. Check and remove stains from carpets.
4. Damp dust with germicidal solution the bed chairs, cabinets, desks, miscellaneous furniture and fittings, window sills, ledges, television sets and telephones.
5. Empty, clean all waste containers. Replace liners, deposit trash in holding container.
6. Replenish supplies of hand soap, paper towels, and toilet tissue.
7. Clean and polish water fountains.
8. Spot clean interior glass-mirrors, door panels, glass partitions, etc.

9. Spot clean vertical surfaces – walls, doors, door jambs, etc.
10. Change mop water in bucket daily with fresh water and change as water becomes soiled. Always rinse mop clean after use. Empty bucket at the end of each cleaning.

**B. PATIENT AREAS - WEEKLY**

1. Damp dust external surface of vents weekly.
2. Baseboards to be kept free of dust and splash marks.
3. Stainless Steel – damp wipe, clean and polish stainless steel and other metal kick plates, railings, wall corner coverings, door handles, doorframe and footplates.
4. Windows – spot clean interior of outside windows.

**C. PATIENT AREAS – MONTHLY**

1. High dust all high-level ledges and fittings not listed for daily dusting.

**D. PATIENT AREAS SEMI-ANNUALLY**

1. Windows – Clean inside high windows
2. Strip hard surface flooring and refinish with suitable non-slip floor finish.

**E. NON-PATIENT AREAS – DAILY**

1. Sweep all hard surfaced floors with dust control tool.
2. Mop with germicidal solutions all entrances, lobbies and corridors.
3. Carpet spotting – check and remove spots and stains for carpets.
4. Empty and clean all waste containers, including outside containers.
5. Bathroom cleaning – thoroughly clean and disinfect hand basins, commodes, urinals, commode lids (both sides and back), towel and paper fittings. Damp mop floors.
6. Dust low-level ledges. Clean and polish mirrors, spot clean walls, door and partitions. Replenish soap, towels, toilet paper, etc.
7. Water fountains – clean and polish.
8. Clean glass – glass entrance doors – spot clean other glass.
9. Outside sidewalks – remove gum, empty ashtrays and sweep and remove debris immediately outside entrance ways.

**F. NON-PATIENT AREAS – TWICE PER WEEK**

1. Vacuum carpeted areas.

**G. NON-PATIENT AREAS – WEEKLY**

1. Baseboards – keep free of dust and splash marks.
2. Painted surfaces- spot clean.

3. Windows – spot clean inside of exterior windows reachable from the floor.
4. Pick-up litter in parking lot.

#### **H. NON-PATIENT AREAS – MONTHLY**

1. High dust ledges and fittings above six feet from the floor.

#### **I. NON-PATIENT AREAS SEMI-ANNUALLY**

1. Clean mini blinds
2. Elevator cleaning – wash and polish walls and doors. Sweep and damp mop floors. Keep tracks clean and free of debris.

#### **J. BATHROOM CLEANING – DAILY**

1. Sweep all hard surfaced floors with dust control tool. Sweeping to include corners, baseboards and hard to reach areas.
2. Damp mop all hard surface floors with approved germicidal solutions.
3. Empty and clean all trash containers, replace liners. Deposit into holding area.
4. Thoroughly clean all hand basins, sinks, commodes, seat covers (both sides) shower stalls, and towel and paper fittings. Cleaning will include inside and out of basins, sinks and commodes and showers.
5. Replenish supplies of hand soap, towels and tissue.

#### **K. RESTROOMS – WEEKLY**

1. Stainless steel – damp wipe, clean and polish stainless steel and other metal kick plates, railings, wall corner coverings, door handles, doorframes and footplates.

#### **L. RESTROOMS – QUARTERLY**

1. Scrub floors – machine scrub.

#### **M. BUFFING**

1. Buffing halls and entrance ways every two (2) weeks to be included in base price. Buffing exam/other areas will be billed on an as needed basis.

#### **N. WALL WASHING**

1. Walls will be spot cleaned as needed on a daily/nightly basis. The washing of the entire walls will be on an as needed basis and billed separately.

## O. SUPPLIES

1. The successful bidder shall provide all “cleaning” supplies and equipment needed to perform proficiently the required specifications. Sullivan County will provide consumable products required for day-to-day employee use of the facilities such as but not limited to hand towels, toilet tissue, trash can liners, and hand soap. **It will be the responsibility of the successful bidder to be aware of the supply inventory and to notify the Health Department when supplies are low and need re-ordering.**
2. **INSURANCE:** By submitting a proposal, the Proposer acknowledges that is has read and understands the insurance requirements for the proposal.

The successful Contractor shall obtain and keep in force for the term of the project comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Proposer or any employee or subcontractor of Proposer. The successful Contractor must add Sullivan County Government as an insurance Certificate Holder.

The Contractor shall also keep in force for the term of the project, workers compensation insurance according to the statutory limits and guidelines for the State of Tennessee.

Submission of a copy of your insurance coverage should be included with our proposal. The successful Contractor must submit a copy of insurance coverage with Sullivan County as a Certificate Holder with 10 days of award; otherwise, the County may rescind its contract offer and award the contract to another proposer. These insurance requirements must remain in effect throughout the term of the contract.

3. **LIMITATION OF LIABILITY:** In no event shall Sullivan County be liable for any indirect, incidental, consequential, special or exemplary damage or lost profits, even if Sullivan County has been advised of the possibility of such damages.
4. **LICENSE AND BONDING:** The successful contractor must have a current business license and be bonded. Licensing and bonding must remain in effect throughout the term of the contract.
5. **CONTRACT TERM:** It is the intention of Sullivan County to begin the contract on September 1, 2015 and continue for a period of one (1) year provided funding remains available. Contractor’s bid pricing must remain firm throughout the first 12 months. This contract may be renewed “annually” for a maximum contract period of three (3) years provided both parties are in

agreement, service is satisfactory, and prices remain stable. Price adjustments or a standard percentage increase may be requested annually at the time of renewal and must be submitted in writing. Annual price adjustments must also remain firm for the renewing period. Request for price adjustments will be evaluated and must be approved in writing by the Purchasing Agent before price increases can become effective.

6. **SCHEDULING A FACILITY VISIT:** Interested bidders wanting to schedule a site visit should contact Gary Mayes at 423-279-2792 Monday through Friday between the hours of 8:00 am and 4:00 pm.

**SULLIVAN COUNTY GOVERNMENT  
CUSTODIAL CLEANING  
BID NUMBER #G22211(KD)  
OPENING: JULY 28, 2015**

**PRICING SHEET**

<b>LOCATION</b>	<b>FREQUENCY</b>	<b>GRAND TOTAL MONTHLY COST</b>
Sullivan County Kingsport Health Department, 1041 East Sullivan Street, Kingsport, TN 37660	5 x week to include all specifications as per bid specifications	

Company Name:\_\_\_\_\_

Authorized Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Date:\_\_\_\_\_