

**CITY OF KNOXVILLE
EVALUATED INVITATION TO BID**

Janitorial Services for the Safety Building

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, **until 11:00:00 a.m. (Eastern Time) on April 16, 2018**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The service shall include all functions normally considered a part of janitorial work for the Knoxville Police Department Safety Building, an approximately 90,000 square foot facility located at 800 Howard Baker Jr. Avenue. The contractor shall perform all work in accordance with the specifications listed below. Contract shall be for one (1) year with two (2) optional one-year renewals.

In making its award, the City will evaluate, in addition to pricing, demonstrated capability, experience, past performance, reference, and workload. **In short, the lowest price quoted may not win the subsequent award**, as these other evaluation criteria are extremely important to the City and the City's evaluated decision shall be final.

IMPORTANT NOTICE: A pre-bid meeting will be held on Thursday, March 29, 2018, at 9:00 a.m. at the Safety Building; 800 Howard Baker Jr. Drive; Knoxville, Tennessee. Bidders are encouraged to attend as the pre-bid will include a walk-thru of the building.

SPECIFICATIONS

The Contractor shall furnish all labor, supplies, cleaning supplies/materials, equipment, and supervision to satisfactorily perform the work of this Contract. The service shall include all functions normally considered a part of janitorial work. All services are to be provided for inside areas of the building and the enclosed walkway except as otherwise indicated. Services shall be accomplished during periods which will not interfere with occupants or operational needs of the building space as determined by the City.

A. Supplies, Material, and Equipment

1. Contractor shall furnish all maintenance supplies such as cleaning compounds, waxes, sealers, disinfectant and polish materials, and equipment necessary for the performance of the work of this contract. These supplies and materials shall be of a quality to conform to high standards of housekeeping practices. All necessary cleaning equipment including power driven floor-scrubbing machines, waxing, and polishing machines and vacuum cleaners needed for the performance of the work of this Contract shall be furnished by the Contractor. The City will provide electrical power and water to the Contractor.
2. Not less than fifteen (15) days prior to the start date of services, the Contractor shall submit to the Owner a list giving brand name, manufacturer, chemical composition, and intended use of the materials proposed for use in the performance of the work. The City reserves the right to refuse the use of any material deemed to be substandard or unsuitable. No substance shall be used which can damage galvanized steel drain lines. Phosphates are prohibited. During the contract period, the City may request that the Contractor, at the Contractor's expense, provide a chemical analysis on any substance that is being used in the building. A reputable independent laboratory shall perform this analysis. The

Contractor may be required to apply certain materials to a test surface so results may be observed prior to approval of materials. Such tests will be conducted at no additional cost to the City.

3. The City of Knoxville shall furnish tri- fold paper towels for dispensers that hold the tri-fold style towels, towels for other style dispensers, toilet paper, air fresheners, trash bags, and hand soaps necessary to stock and maintain ready-for-use in all public and building employee restrooms and wash facilities located within the contract areas of the building.

B. Building Storage Space

1. Limited space will be made available to the Contractor for the storage of bulk supplies and equipment used in the performance of Contract work. This space shall be maintained in neat and orderly condition.
2. Janitor's closets located throughout the building will be assigned to the Contractor for storing equipment such as mops, brooms, dust cloths, and pails. The City will require access to and through some closets at all times. These closets and stored equipment shall be kept clean and orderly.
3. The City will not be responsible for the loss of or damage to Contractors equipment and/or supplies.

C. Contractor's Employees

1. Employees shall not disturb papers on desks, open desk drawers or cabinets, use telephones or office equipment. Office equipment shall not be unplugged from electrical outlets. The contractor will be liable for the correction of problems created by the disconnection of power. The contractor will be held responsible for safeguarding against loss, theft, or damage of all property, materials, equipment, and accessories which might be exposed to the contractor's personnel. Any damage to existing equipment, finishes, and/or materials by the contractor or contractor personnel will be repaired at contractor's expense.
2. Contractor shall require its employees to comply with instructions pertaining to conduct and conditions of the Contract.
3. All employees of the Contractor shall wear clearly visible, distinctive badges or uniforms approved by the City.
4. A background check must be conducted for any employee, including supervisory personnel, assigned to work in a KPD facility under this agreement or any subsequent extension of this agreement. This is a requirement of the Tennessee Bureau of Investigation and the Federal Bureau of Investigation and no person will be allowed to work in the facility until a check has been completed and approved. Contractor shall submit in writing all information necessary for a criminal record check on all personnel assigned or assignable to work in this building. This check will be done through the Knoxville Police Department by a scheduled appointment. It shall be the Contractor's responsibility to contact the Maintenance Crew Leader or Deputy Chief Gass to make such arrangements. Contractor shall not assign any employee to work at this facility until such background checks have been completed and approved by the Knoxville Police Department. The current cost to perform a background check is \$35 per person; however, this charge is subject to change. The cost of performing each background check shall be borne by the Contractor at the current rate. Failure by the Contractor to comply with this requirement is grounds for immediate termination of the agreement. The City reserves the right to preclude any

employee from assignment to this building for any reason that violates any security requirements under state or federal law.

5. Contractor and his employees will observe all building policies, regulations, schedules, and rules as set out and required by the Owner.

D. Supervision

Contractor shall provide adequate supervision of all Contract work. The Contractor or his supervisor shall be available at all times when Contract work is in progress and will be available upon request to receive instructions from the Owner. Contractor shall have the building supervisor meet with the City as requested, to report on cleaning progress, special projects, and to coordinate cleaning operations with others in the building.

E. Access

Contractor shall not permit access to the building to anyone other than employees with approved background checks.

F. Unit Price Work

The City may request the Contractor to perform work such as special carpet cleaning, application of certain protective coatings, or washing the exterior of windows at unit prices submitted. Such requests will be in writing and shall not be performed unless requested. The Owner reserves the right to negotiate such special work with other contractors.

H. Additional Services

Should the City require additional or supplemental services not specified in the Contract, the cost of such work shall be negotiated and agreed upon prior to commencement of the work. Upon failure to reach an agreement for such services, the City may contract with others to provide such additional services.

I. Scheduling and Inspections

To facilitate Contract administration and inspection by the City, the Contractor shall:

1. Not less than fifteen (15) days prior to the commencement of services, submit in writing (to the Owner) the name of employee (s) authorized to act for the Contractor.
2. Prior to the commencement of services, the Contractor or his representative shall confer with the City and review the cleaning procedures proposed by the Contractor.

J. Payment

Contractor shall submit an invoice to the City at the end of each month in an amount equal to 1/12 the contract amount plus agreed to additions. The City's standard payment terms are Net 30.

K. Damage

Any damage to existing equipment, finish, and/or material by the Contractor or his employees, whether by neglect, negligence, or improper performance of work as determined by the City, will be repaired at the Contractor's expense to the satisfaction of the City.

L. Cleaning Specifications

All areas in which this Contract requires cleaning shall be maintained in the highest standards and expectations of housecleaning as determined by the City. These specifications describe in general the types and frequency of cleaning efforts that reflect in part our expectations in various areas in the building. Inadvertent omission of any cleaning detail from these specifications does not preclude the item from being part of this contract.

1. Public areas, vending/break areas, lobby areas, conference rooms and Courtroom

Daily

- a. Empty waste containers, insert liners as needed, and dispose of trash
- b. Clean and sanitize drinking fountain
- c. Spot clean interiors of glass walls, doors, and sidelights
- d. Spot clean walls, vinyl, wood and carpets
- e. Spot clean tables and counter tops
- f. Sweep front patio and empty all cigarette urns and trash cans
- g. Spot clean glass trophy case in main lobby
- h. Remove scuffmarks, smudges and fingerprints from doors, frames, light switches, push plates, handles, railings, planters, etc.
- i. Sweep floors

Weekly

- a. Dust all horizontal surfaces to hand height
- b. Remove cobwebs from ceiling fans
- c. Dust and damp clean all furniture
- d. Damp clean waste containers and change liners as necessary.
- e. Clean glass door interior and exterior (all sides)

Monthly

- a. Dust or vacuum all horizontal surfaces to the ceiling
- b. Clean all tables, desks, and counter tops
- c. Clean all interior glass of partitions, doors, and transoms
- d. Dust Venetian blinds.

Quarterly

- a. Damp clean all diffuser outlets, air supply and return inlets
- b. Apply lemon oil or good paneling cleaner on all wood veneer surfaces
- c. Clean interior surfaces of exterior glass window walls
- d. Clean wax from baseboards

As Needed

- a. Spot clean carpet

2. Restrooms; Public and private

Daily

- a. Clean, polish, and sanitize all metal, glass, or porcelain fixtures including bowls, urinals, and basins.
- b. Clean and sanitize all seats, flush rings, handles, drains, and overflow outlets
- c. Empty and clean all waste containers, insert liners as needed, and dispose of trash
- d. Damp wipe and clean metal partitions
- e. Replenish all dispensers for paper towels (if the style holds the tri-fold paper towels), toilet paper, and hand soap.
- f. Sweep and mop floors with disinfectant
- g. Damp wipe all furniture
- h. Remove scuff marks, smudges, and fingerprints from doors
- i. Remove spots, stains, and splash marks from wall

Weekly

- a. Dust all horizontal surfaces to hand height
- b. Flush toilet bowls and urinals with sanitizer
- c. Wash metal partitions with germicide detergent

Monthly

- a. Wash walls with germicide detergent.
- b. High dust above hand height all horizontal surfaces

Quarterly

- a. Machine scrub floors

3. Offices, Clerical, and work areas

Daily

- a. Empty waste containers, insert liners as needed, and dispose of trash
- b. Dust desks and furniture
- c. Spot clean desks, table tops, walls, and furniture as necessary
- d. Spot clean interior of glass walls and glass in partitions, sidelights and doors.
- e. Remove scuffmarks, smudges, and fingerprints from doors, frames, light switches, kick and push plates, handles and knobs.
- f. Vacuum carpet and sweep hard surface floors

Weekly

- a. Dust all horizontal surfaces to hand height
- b. Remove cobwebs from ceiling areas
- c. Damp wipe waste containers

Monthly

- a. Dust or vacuum all horizontal surfaces above hand height
- b. Clean tables and desk tops
- c. Clean all interior glass, partitions, and doors
- d. Dust Venetian blinds

Quarterly

- a. Damp clean all diffuser outlets

- b. Apply lemon oil or a good paneling cleaner to veneer surfaces
- c. Clean interior surfaces of exterior glass window walls.

4. Entrances and Elevators

Daily

- a. Remove litter from entrances and elevators both inside and out in the immediate vicinity
- b. Clean glass in entrance doors and sidelight, both inside and outside
- c. Remove scuffmarks, fingerprints and smudges from doors, frames kick and push plates, handles, and railings.
- d. Damp wipe interior walls, button plates, and door of all elevators. Sweep and damp mop floors of elevators.

Weekly

- a. Clean and polish doors, fixtures, plates, and handrails as appropriate.
- b. Dust door and window framing as well as all hand height horizontal surfaces.
- c. Clean all glass around entranceways, both inside and outside.
- d. Vacuum all elevator tracks

Monthly

- a. Dust all horizontal surfaces to hand height

Quarterly

- a. Clean interior surfaces of exterior glass window walls

5. Stairs and Corridors

Daily

- a. Remove litter
- b. Spot clean walls
- c. Sweep stairs and corridors and clean handrails

Weekly

- a. Mop stairs and clean ledges

Semi-Annually

- a. Strip and wax floors

6. Carpet Maintenance

Daily

- a. Vacuum heavy traffic areas
- b. Clean as necessary using spin or bonnet method

Monthly

- a. Shampoo or bonnet all carpets in heavy traffic areas.

Steam Cleaning

- a. As needed basis. Designate carpet areas to be steam cleaned according to contract arrangements as agreed to by owner and contractor.

7. **Hard Floor Maintenance**

Daily

- a. Sweep and damp mop entrances and main lobbies
- c. Sweep and damp mop fire exit lobbies
- d. Sweep and damp mop secondary entrances
- e. Sweep and damp mop with disinfectant in restrooms
- f. Spray buff secondary entrances and lobbies weekly
- g. Strip all floors and refinish as needed as determined by contractor

Monthly

- a. Scrub and wax (entrances, corridors, restrooms)

Quarterly

- a. All floors scrubbed and recoated

8. **Lighting Fixtures and Ceilings**

All light lenses, fixtures, globes, reflectors, or other visible portions of lighting shall be cleaned as needed, including fixtures in elevators. Ceiling tiles, diffusers, and the return air vents shall be cleaned and vacuum as necessary to maintain clean appearance and free from dust, soot, etc.

9. **Miscellaneous Cleaning Requirements**

Contractor will be responsible for emergency cleaning operations that occur both during and after normal operating hours and on weekends.

10. **Storage Areas**

- a. Clean, damp mop and utility clean as required by the City
- b. Keep vendors storage area in a neat and orderly manner

11. **Hours of Cleaning**

All cleaning is to be done between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday with the exception of the areas listed below, which require service 7 days per week.

Areas requiring cleaning service 7 days per week:

1. Men's and Ladies' locker room
2. Teleserve
3. NCIC
4. Roll Call Room
5. Front Lobby
6. Restrooms associated with these areas

Cleaning hours in the areas requiring 7 days per week service are the same as above, between the hours of 8:00 a.m. and 4:30 p.m.

12. Coin Operated Vending Machines

Supplies for and the operation of the coin operated sanitary napkin dispensers throughout the building will be the responsibility of the City. The Contractor is responsible for cleaning the exterior of the dispensers.

13. Daytime Staff

Contractor will provide a minimum of 2 persons for daytime cleaning and stocking requirements on Monday through Friday.

M. Liquidated Damages

The City and the Contractor mutually agree response time compliance and performance compliance are critical and failure to provide service in accordance with this Agreement is a detriment to City services and the public. Therefore, the Contractor agrees to credit the City for deficiencies not remedied or for failure to complete work as assigned or designated in the specifications, in accordance with the following schedule of liquidated damages. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain. Subsequent failures or omissions during any two (2) month period will result in assessment of repeat occurrence liquidated damage charges, as indicated in the table below, to cover the cost increases associated with resolution of repeated problems. Any amount deducted that is greater than the amount billed on any given invoice shall become a credit to the City, applicable to any other amounts due to the contractor.

DEFICIENCY	CHARGE FOR FIRST OCCURRENCE	CHARGE FOR REPEAT OCCURENCES
A. Failure to perform tasks and related activities per specifications and failure to rectify within one (1) business day from the date and time the notice was sent by the City	\$25	\$50
B. Failure to properly lock the building	\$50	\$75
C. Lost key replacement	\$10/key	\$15/key
D. Lock Change or re-key required due to Contractor's loss of keys	\$25/lock	\$35/lock
E. Use of workers not on the list of approved janitorial employees or bringing unauthorized person(s) into the facility without City approval	\$25	\$50
F. Use of chemical cleaners not subjected to approval. Also, misuse or improper handling, storage, or disposal (including labeling) of these items	\$25	\$50

The City will email a deficiency report to the designated supervisor the day the deficiency is reported. Contractor will be required to email the notice to the City's Contract Manager indicating the deficiency has been rectified. The City will inspect and determine if the deficiency was rectified to the City's satisfaction and in accordance with the Agreement requirements.

N. Inclement Weather/Inability to Perform Service

If at any time during the term of this agreement and/or any subsequent extension of this agreement, services cannot be performed due to inclement weather or for any other reason, the Contractor shall notify the City to reschedule service. Current contact for notification is Deputy Chief Cynthia Gass at (865) 215-7339.

EVALUATION CRITERIA

Bids must include information that responds to all the following criteria:

1. Qualifications of the Firm

- Number of years in business, location of working office
- Number of personnel employed available to provide service for this bid including supervisory staff. Note if personnel is full-time, part-time, or seasonal employment. Include the use of any subcontractors.
- List of equipment to be used for this service

2. Experience, Past Performance, and References

- Detail a list of what portion of the work, if any, will be subcontracted
- List of a minimum of three (3) references within the past 3 years where similar work and comparable job size was performed. Include phone numbers and/or email addresses of reference.
- Provide any unique strengths, experiences, or qualifications of your firm.

3. Cost

- Enter your cost on the bid form included in this document

4. Approach and Current Workload

- Provide information on current workload and how this project will be accomplished
- Provide information on management of staff and training provided to personnel

BID SUBMISSION REQUIREMENTS

Bidders must furnish the following information in writing with their submission:

1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Non-Collusion Affidavit
3. Drug-Free Workplace Affidavit
4. Iran Divestment Act Certification of Noninclusion
5. Diversity Business Enterprise (DBE) Program form
6. Responses for each of the Evaluation Criteria listed above

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **Monday, April 16, 2018, at 11:00:00 a.m (Eastern Time)**., at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-**

specified time for the opening of bids. Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

2. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
4. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Janitorial Services for the Safety Building."
8. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders must be licensed to conduct business in the State of Tennessee.

11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
14. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may award to the next most responsive, responsible bidder.
15. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
16. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
17. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
18. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
19. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
20. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. **Each request for such interpretation should be in writing addressed to Penny Owens, Assistant Purchasing Agent for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at powens@knoxvilletn.gov.** To be given consideration, **such requests/questions must be received by close of business on Friday, April 6, 2018.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation

shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

21. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
22. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
23. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.
24. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
25. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
26. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
27. Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.

28. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance**; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance**. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies

of endorsements and/or policy wording will be required.

D. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies

written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

29. The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

**CITY OF KNOXVILLE
BID FORM**

TO: Purchasing Agent
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled "Janitorial Services for the Safety Building" to open on April 16, 2018, at 11:00:00 a.m. (Eastern Time) and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

BID: Total Annual Bid (One Year): \$ _____

Optional Cleaning Prices: (Cost for extra non-scheduled miscellaneous cleaning, if requested)

Deep Carpet Cleaning:

The contractor agrees to furnish labor, equipment, and supplies necessary to accomplish the deep cleaning of carpeted areas by the use of steam cleaning process or by City-approved equal method for the unit price of \$ _____ **per square foot**. The City does not guarantee amount or frequency of cleaning required during term of contract.

Application of Protective Coating to Carpet:

The contractor agrees to furnish labor, equipment, and supplies necessary to apply a protective coating, Scotch guard or City-approved equal, in accordance with manufacturer's instructions for the unit price of \$ _____ **per square foot**. The City does not guarantee amount or frequency of cleaning required during term of contract.

Exterior Window Washing:

The contractor agrees to furnish cleaning materials, required special equipment other than installed equipment for this purpose, labor, and any other supplies necessary to clean the window glass of all exterior windows (inside and outside of panels) for the **lump sum of \$ _____ per cleaning**.

Emergency Cleaning:

The contractor agrees to perform emergency cleaning that may occur outside the scope of this contract at the hourly rate per employee of \$ _____.

Venetian Blinds:

The contractor agrees to steam clean all venetian blinds located at the Safety Building, on an as requested basis, for the **lump sum of \$ _____ per cleaning**.

Firm Name: _____

Official Address: _____

Business License Expiration Date: _____

(By)

(Name Typed)

(Title)

Date _____

Email _____

Phone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

- (1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2____.

My commission expires: _____

IRAN DIVESTMENT ACT
Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

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

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, 20__.

Title _____

My Commission expires _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____