



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2021-001

JANITORIAL SERVICES CONTRACT

**NOTE: MANDATORY SITE INSPECTION / PRE-BID CONFERENCE
MARCH 31, 2020 AT 10:00 AM LOCAL TIME AT THE
CENTRAL SERVICES COMPLEX MULTIPURPOSE ROOM**

**BID OPENING
APRIL 14, 2020
2:00 PM Local Time
at the
Central Services Complex Multipurpose Room**

**City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001
Telephone: (865) 425-1819
Email: LMajeski@oakridgetn.gov
Attn: Lyn Majeski**

CITY OF OAK RIDGE, TENNESSEE
Invitation to Bid and Instructions to Bidders

FY2021-001

March 10, 2020

Project: Janitorial Services

Invitation

Bids will be received by the City of Oak Ridge until 2:00 PM on April 14, 2020, then publicly opened in the Central Services Complex Multipurpose Room located at 100 Woodbury Lane, Oak Ridge, Tennessee, for furnishing all labor necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto (See attached Specifications).

All bids must be completed and submitted on the Bid Form provided. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened.

Electronic bids are not accepted.

Mandatory Site Inspection/Pre-Bid Conference

A mandatory site inspection/pre-bid conference will be held on March 31, 2020 beginning at 10:00 AM, local time, at the Oak Ridge Central Services Complex Multipurpose Room located at 100 Woodbury Lane, Oak Ridge, Tennessee 37830. ***Prospective Bidders are required to attend this pre-bid conference and participate in a tour of each facility in order to submit a bid.*** Please contact Lyn Majeski at (865) 425-1819 if directions to the pre-bid conference are needed.

Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at (865) 425-1819 or LMajeski@oakridgetn.gov and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski no later than 12:00 noon, local time, on April 7, 2020 in order to give sufficient time for responses to be sent to all prospective bidders.

Prices

The Bidder shall submit pricing as specified on Bid Form. It is agreed that this bid document, in its entirety, is included in, and made a part of, the contract between the City and the successful Bidder.

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids. Such written requests must be on company letterhead signed by a company official and must indicate the specific bid project and bid price to be withdrawn in order to verify the identity of the bidder.

Rejection of Bids

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge, to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature, to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

References

Each Bidder shall furnish references for whom work similar to that covered by the Specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work. At least three (3) contract references are required.

Equipment

The City will provide all equipment and supplies necessary for this contract. This project is for labor and services only.

Personnel

Each Bidder shall have available or shall agree to have available under Bidder's control sufficient equipment and personnel to complete the proposed work within the specified time.

Method of Work

Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

Bidders Interested in More than One Bid

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one (1) bid for the same work from an individual or entity under the same or different name will not be considered.

Bid Surety

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total bid amount. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e. cashier's check, certified check, or Letter of Credit). The bid guarantees of unsuccessful Bidders shall be return to them by the City within fifteen (15) consecutive calendar days after execution of the Contract.

Insurance

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee shall be named as an additional insured.

Completion and Performance Bond, and Labor and Material Bond

The Contractor agrees to furnish a Completion and Performance Bond in the amount of one hundred percent (100%) of the Contract price (contract price per year, not total over life of contract) with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

The City has waived any requirement for a Labor and Material Bond.

Drug-Free Workplace Affidavit Form

A Drug-Free Workplace Affidavit form is included in this bid package and must be submitted with the bid.

Award of Contract

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The City reserves the right to award the contract to more than one (1) bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto.

City Officers and Employees Not To Have Financial Interest

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including, but not limited to, taxes, licenses and fees.

Background Checks

The selected Bidder shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the selected contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The selected contractor's employees working on this project will be subject to police background checks, and those employees with access to the Police Department will be subject to a more in-depth background check, both at the expense and sole discretion of the City.

Tobacco Products

The selected Bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City. Please note smoking (including e-cigarettes) and the use of tobacco products (chewing) is prohibited in City facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds.

Anti-Discrimination

The selected Bidder, in performing the work or furnishing the services covered by this project, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects.

Iran Divestment Act

All bidders shall complete and submit with their bid the Compliance with Iran Divestment Act form as set forth in the bid package (Tennessee Code Annotated §12-12-101 et. seq.).

Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidder's Name
Bidder's Address
*General Contractor's State of Tennessee License Number
*Bidder's License Date of Registration
*Bidder's License Category or Classification
*Bidder's License Expiration Date

*If bid equals or exceeds \$25,000, include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

To:	<u>In Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed Bid for FY2021-001: Janitorial Services to be opened April 14, 2020 at 2:00 PM local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

FY2021-001 BID FORM

Project: Janitorial Services

In compliance with the Invitation for Bids, dated March 10, 2020, the undersigned Bidder:

* a corporation organized and existing under the laws of the State of: _____

* a partnership consisting of: _____

*an individual trading as: _____

(*fill in as appropriate)

of the City of _____ in the State of _____ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the Completion and Performance Bond; and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder acknowledges receipt the following addenda:

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

**FY2021-001 BID FORM
(continued)**

BIDDER QUALIFICATIONS AND REQUIRED INFORMATION (to be submitted with bids):

1. Bidder must have maintained an established office within the Oak Ridge area (50 mile radius) for at least one (1) year prior to the date bids are submitted.
2. Bidder must provide information and references on three (3) contracts within the last three (3) years, which represent a comparable contract in frequency, tasks, and square footage with this Contract.
3. Bidder shall provide Standard Operating Procedures (SOP) for the tasks requested on the bid form. The SOP may be categorized by vacuuming, sweeping, mopping, dusting, etc.
4. Bidders must furnish the following information in writing with bid:
 - Company organizational structure
 - Company financial statement
 - Resume of all management personnel
 - Signed agreement for background checks, fingerprinting, polygraph and voice stress analyzer exams on company letterhead.
 - Personnel policy handbook
 - SOP for each task, including security and supervision (see item 3 above)
 - Training procedures to ensure compliance with SOP

(Remainder of page intentionally left blank)

**FY2021-001 BID FORM
(continued)**

Total Bid Price: See separate Excel spreadsheet made a part of this Bid Form as if fully set forth herein verbatim.

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: _____
Signature

Telephone #: _____

Contact Name: _____

Fax # _____

Title: _____

Email: _____

Business Name: _____

Date: _____

Mailing Address: _____

Physical Address: _____

Tax ID #: _____

Business License Number: City _____

Business License Number: County _____

NOTE: In accordance with the Invitation to Bid, the following is attached:

- Bid Bond
- Drug Free Workplace Affidavit
- Iran Divestment Act Compliance Form
- References
- Standard Operating Procedures (SOP)
- Organizational Structure
- Financial Statement
- Resumes of Management Personnel
- Signed Agreement for Background Checks/Fingerprinting/Polygraph/Voice Stress Analyzer Exams, on company letterhead
- Personnel Policy Handbook
- SOP for Each Task Including Security and Supervision
- Training Procedures to Ensure Compliance with SOP

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

The undersigned principal officer of _____, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, to provide construction services, hereby states under oath as follows:

- 1. That the undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
- 3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

Principal Officer

State of _____)
)ss.
County of _____)

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

My Commission Expires:_____.

COMPLIANCE WITH IRAN DIVESTMENT ACT

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

Bidder: _____

By: _____
(Signature)

(Name – Printed)

Title: _____

Date: _____

CONTRACT

This Contract entered into this _____ day of _____, 2020, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and

a _____, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor to perform all work and services required for janitorial services for municipal facilities in accordance with the attached Specifications. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Scope of Work, and the bid of the Contractor, all attached hereto and incorporated herein by reference.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term

This Contract shall become effective on July 1, 2020 and shall continue in full force and effect through June 30, 2021, with up to four (4) additional one-year renewals at the City’s sole option as set forth in Article 22, unless terminated earlier in accordance with the terms of this Contract. An annual performance review will be conducted by the City near the end of each calendar year of the Contract. If performance is unsatisfactory, the City has the right to cancel the Contract upon thirty (30) days’ written notice to the Contractor.

ARTICLE 3 – Changes

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations, and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor \$_____ in accordance with the bid sheet of the Contractor which is incorporated by reference into this Contract. Payment shall be made within thirty (30) days after the end of each month for work satisfactorily completion.

ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as “claims,” for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor’s subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor’s subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor’s obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 10 – Completion and Performance Bond and Labor and Material Bond

A. Completion and Performance Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Completion and Performance Bond in the amount of one-hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

In lieu of a Performance Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.

B. Labor and Material Bond

The City has waived a requirement for a Labor and Material Bond for this project prior to bidding.

ARTICLE 11 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or

request by the City that the Contractor furnish additional labor, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 12 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 13 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an *additional insured*.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 14 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses, and bonds required by law or ordinance, and maintain the same in full force and effect.

ARTICLE 15 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 16 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 17 – Termination

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor and services necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall have the right to cancel this Contract upon thirty (30) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

ARTICLE 18 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill, in timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

ARTICLE 19 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 20 – Personnel

- A. The Contractor represents that it has, or will secure, at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services. The Contractor's supervisor shall be a high school graduate or have obtained a GED, and the Contractor shall provide proof of such to the City prior to the supervisor reporting to work under this Contract.
- C. The City may, at any time and at its option, require fingerprinting of the Contractor's employees at the expense of the City as a condition of the Contractor's employees being permitted to perform work under this Contract. The City reserves the right of approval of employment of any person by the Contractor whose services will be utilized under this Contract.
- D. Employees who have ever been convicted of a felony, who have ever been convicted of a misdemeanor within the past ten (10) years other than minor traffic violations, or who have ever been convicted of a misdemeanor involving theft or dishonesty will **not** be approved by the City for work under this Contract.
- E. All of the Contractor's employees providing work or services under this Contract shall comply with any civil or criminal investigation concerning City property and or City employees.
- F. The City may, at its option, require the Contractor's employees providing work or services under this Contract to have a polygraph and/or a voice stress analyzer exam. Failure to cooperate in an

investigation of an exam may be cause the contract employee to be removed from working under this Contract.

- G. All employees of the Contractor providing work or services under this Contract shall wear clearly visible, distinctive badges or uniforms approved by the City. All employees of the Contractor providing work or services under this Contract shall be required to wear clean, appropriate clothing. Appropriate protective clothing and/or equipment is the responsibility of the Contractor.
- H. The Contractor agrees to remove any employee of the Contractor from providing work or services under this Contract who violates any provision of this Contract or who is negligent or discourteous in the performance of duties.

ARTICLE 21 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors financial records pertaining to this project.

ARTICLE 22 – Renewal, Rate Adjustment

This Contract may be renewed at the City's sole option for up to four (4) additional one (1) year terms (July 1 through June 30) by giving written notice to the Contractor of the City's intent to renew. Upon renewal, the unit prices will be adjusted in an amount equal to one hundred percent (100%) of the Annual Unadjusted Percent Change in the Consumer Price Index (CPI) (all items, all urban consumers, United States, as published by the Bureau of Labor Statistics), using the CPI figure for the month of April. That is, the CPI figure for the change from April (prior year) to April (current year) would be used.

If publication of the CPI is discontinued, a comparable publication agreed to by the parties shall be used.

ARTICLE 23 – Not Less Than Minimum Wage to be Paid

The Contractor shall pay without deduction or rebate, unless expressly authorized by law, not less than the minimum wage established by federal or state law, or municipal regulation, during the term of this Contract to all persons employed by the Contractor and by any subcontractor in the furnishing or work, labor or service in the performance of this Contract.

The Contractor further agrees that for any breach or violation of the foregoing stipulation, the Contractor shall be liable to the City for liquidated damages in a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract, which sum may be withheld from any amounts due on this Contract or the same may be recovered in a suit brought by the City and shall be in addition to damages for any other breach of this Contract. The Contractor agrees that the City Manager or the City Manager's designee may examine the Contractor's books to ascertain the rate of wages paid to any person employed by the Contractor or by any subcontractor in the furnishing or any work, labor or services in the performance of this Contract.

ARTICLE 24 – Liquidated Damages

The Building Monitors are responsible for the collection of complaints from City employees occupying the buildings and facilities covered under this Contract. All complaints shall be promptly investigated by the Building Monitor and sent to the City Staff Liaison by email to document in writing for the Contractor. For those instances that constitute failure to comply with the specifications attached hereto, reductions in the monthly payment made to the Contractor as described in Article 7 shall be assessed at the rates specified in the attached Contract Requirements and Specifications, Section II, General Information, Section (D)

Supervision, Section (I) Building Security, and Section (J) Failure to Perform Services. Copies of verified complaint forms shall be provided to the Contractor.

ARTICLE 25 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Specifications
Bid Documents
Contractor's Bid

Approved by Resolution _____

COMPLETION AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

FY2021-001

THAT _____
(Name and address of legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
SURETY, hereinafter called Surety, and held and firmly bound unto the City of Oak Ridge, as Obligee, in
the amount of _____ Dollars (\$ _____)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20_____
entered into a Contract with the City of Oak Ridge for

_____ in accordance with the specifications and
approved amendments, which Contract is by reference made a part hereof, including all the obligations
thereunder, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully
perform said Contract, including all the obligations thereunder, then this obligation shall be null and void,
otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by City to be, in default under the Contract or any part
thereof, the City having performed the City's obligation thereunder, the Surety may promptly remedy the
default, or shall promptly at the City's option:

- (1) Complete the Contract in accordance with its terms and conditions; OR
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with
the terms and conditions, and upon determination by Owner and Surety of lowest responsible
bidder, arrange for a contract between such bidder and the City and make available as work
progresses (even though there shall be a default or a succession of defaults under the
Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the
cost of completion or any obligations thereunder.

Any suit under this bond must be instituted before the expiration of two years from the date on which final
payment under the Contract falls due.

SIGNED AND SEALED THIS _____ DAY OF _____ A.D., 2020
IN THE PRESENCE OF:

Witness

By _____
Principal (Seal)

Witness

By _____
Surety (Seal)

SPECIFICATIONS

PROJECT: JANITORIAL SERVICES CONTRACT

Buildings:

1010 Building (Oak Ridge Entrepreneurial Center) – 1010 Commerce Park Drive

Central Services Complex – 100 Woodbury Lane

Municipal Building – 200 South Tulane Avenue

Public Library – 1401 Oak Ridge Turnpike

Recreation Building – 1403 Oak Ridge Turnpike

Senior Center – 1405 Oak Ridge Turnpike

Scarboro Community Center – 148 Carver Avenue

Wastewater Treatment Plant – 200 Monterey Road

I. SCOPE OF WORK

The Contractor shall furnish all labor and services to perform satisfactorily the work of this Contract. The services shall include all functions normally considered a part of janitorial work per the categories bid. All services are to be provided for all areas specified in the accompanying bid documents. Services shall be accomplished during the time periods specified in the bid documents, which will not interfere with occupants or operational needs of building space as determined by the City.

All buildings included in this Contract shall be maintained in the highest standards and expectations of cleanliness as allowed by the Contractor's approved Standard Operating Procedures (SOP). It is the desire of the City that this Contract will provide for cleaning services that allow for the sanitation of high use areas, acceptable cleanliness for the public and proactive cleaning for maintenance of the buildings.

II. GENERAL INFORMATION

A. Supplies, Materials, Tools and Equipment

This contract is for labor and supervisory services only. The City of Oak Ridge shall furnish all maintenance supplies such as cleaning compounds, waxes, sealers, disinfectant and polish materials, and tools and equipment necessary for the performance of the work of this contract. The cleaning supplies provided are to be agreed upon by the contractor and the City. These supplies and materials shall be of 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 City. The equipment used by the Contractor shall be commercial grade, designed for heavy-duty use, and must pass the minimum safety requirements of the Tennessee Occupational Safety and Health Act. The equipment shall be inspected on-site monthly by the Contractor's supervisor with written verification of such inspection to the City. Since the equipment is owned by the City, all cleaning equipment is subject to inspection by City personnel at any time.

The Contractor's supervisor shall provide detailed written documentation to the contract manager and the appropriate building monitor of any equipment failure, within 24-hours of the failure of the equipment.

The City, at no cost to the Contractor, will provide electrical power and water.

The City shall furnish all paper products (paper towels and toilet paper) necessary to stock and maintain ready-for-use in all restrooms and wash facilities located within the contract areas of each building. Toilet paper must be replaced nightly with new rolls placed in the holders and partial unused rolls placed on top of new rolls. Contractor shall stock supply closets in each building and shall submit periodic (weekly) supply orders to the City's designee. Contractor shall pick-up supplies at the City's Warehouse, deliver and stock the supply closets in each building on the specified day agreed to with the City.

The City owns two (2) floor scrubber machines. The Contractor's manager and site supervisor shall attend a training session for this equipment.

The Contractor shall provide laundry services for the inventory of mop heads. New mop heads will be issued through the supply ordering. The cost for laundering the mop heads shall be included in the bid amount for each building.

B. Building Storage Space

Limited space will be made available to the janitorial Contractor for the storage of bulk supplies and equipment used in the performance of the Contract work. This space shall be maintained in a clean, neat and orderly condition.

Janitor's closets located throughout the buildings 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 the closets at all times. These closets and stored equipment shall be kept clean and orderly.

C. Contractor's Employees

Contractor's employees shall not disturb papers on desks, sit at office desks, sit in office chairs, open desk drawers or cabinets, use office telephones or equipment including computers, radios and CD players. Office equipment shall not be unplugged from electrical outlets. The Contractor will be liable for the correction of problems created by disconnection of power.

The Contractor shall be available upon request to receive instructions and communications from the City's Contract Manager or designee.

Contractor shall require their employees to comply with their established Standard Operating Procedures (SOP) pertaining to the Contract. It is the Contractor's responsibility to train and supervise the employees to ensure compliance with the established SOP.

All employees of the Contractor shall wear clearly visible, distinctive badges or uniforms approved by the City.

Contractor shall submit in writing to the building monitor for the Police Department, within ten (10) days prior to any personnel reporting for work under this contract, all information necessary for a criminal records check. At the expense of the City, fingerprinting of the Contractor's employees may be required, prior to the employee reporting to work. The City of Oak Ridge reserves the right to preclude any employee from assignment under this Contract for any reason.

All Contractor's employees working on City property shall cooperate with any civil or criminal investigation concerning City property and/or City employees, including submitting to polygraph and voice stress analyzer exams.

The Contractor and their employees will observe all building policies, regulations, schedules and rules as set out and required by the City. Please note that there is **no tobacco use (smoking, e-cigarettes or chewing)** in City-owned facilities.

D. Supervision

Contractor shall provide on-site supervision of all Contract work. The Contractor's supervisor(s) shall be available at all times when Contract work is in progress. The Contractor's supervisor(s) shall, where required, open and close all keyed exterior doors and is responsible for the activation and/or deactivation of security alarm systems.

The Contractor's supervisor(s) shall be a high school graduate or have obtained a GED. The City may require proof of high school diploma or GED prior to the Contractor's supervisor(s) reporting to work under this contract.

The Contractor's supervisor(s) shall be responsible for verifying (visual and written) daily that Contract work has been completed satisfactorily. Task sheets for each building, located in a designated area by the Building Monitor, shall be signed daily and left in the designated area after the supervisor(s) have visually viewed that all tasks have been completed satisfactorily.

Failure to perform this supervision in a satisfactory manner will be cause for a deduction of payment by the City as follows:

- **\$50.00** deduction if the task sheet is not signed and the building monitor telephones and/or emails the Contractor to complain.
- **\$50.00** deduction if the task sheet is signed but the task was not completed satisfactorily and the City representative telephones and/or emails the Contractor to complain.
- **\$100.00 additional** deduction if, upon notification and request by the City representative, the Contractor does not correct the problem within three (3) hours of the complaint.

E. Training

Contractor is expected to train all of their employees on the required tasks. Employees shall be familiar with all work tasks included in the contract and the schedule of completing each task.

F. Access

Contractor will be provided building keys and security access cards (Central Services Complex, Municipal Building, Recreation Building, Library, 1010 Building, Senior Center, and Scarborough Community Center). Lost keys must be reported immediately to the City. The Contractor will be liable for all rekeying costs due to lost or stolen keys. Keys and access cards are the responsibility of Contract manager and must be accounted for annually.

G. Additional Services

Should the City require additional or supplemental services not specified in the Contract, the cost of such work will be based on prices provided with this bid and will 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 special services.

H. Scheduling and Inspections

To facilitate the contract management and inspection by the City, the Contractor shall:

- Not less than thirty (30) days (by June 1, 2020) prior to the commencement of services submit in writing to the City's Contract Manager the name of employee(s) authorized to act for the Contractor.

- Prior to the commencement of services, the Contractor or his/her representative shall confer with the City's Contract Manager and review the SOP proposed by the Contractor.
- Prior to the commencement of services, the Contractor or his/her representative shall confer with the City's Contract Manager and review the necessary equipment, supplies, and tools that will be provided by the City.
- The bi-weekly, monthly, every other month, quarterly, semi-annual and annual tasks for each building have been provided with this document in calendar format, twenty-eight (28) day cycles.

I. Payment

Contractor shall submit an invoice with charges for each building to the City by the end of each month in an amount equal to 1/12th of the contract amount. Payment will be made to the Contractor within thirty (30) days after the end of the service month. Contractor shall submit an invoice for special services after the work is completed, payment will be made within thirty (30) days of the date of the invoice. Employee minimum wage rates shall comply with Federal minimum rates.

J. Building Security

The Contractor is responsible for keeping and leaving the building(s) secure. The building(s) shall be locked at all times while the Contractor is cleaning inside after normal closing hours. The Contractor shall only have exterior doors open when in sight of the opened door(s). The Contractor shall arm security systems where applicable, and close and secure all exterior doors prior to leaving the building(s). Interior doors shall be accessed by keys and shall not be pushed and/or propped open by equipment or wastepaper baskets.

Leaving doors unlocked and/or security systems unarmed are extremely serious offenses and the City shall have the right to terminate the contract if such offenses are repeated.

The deductions from the monthly payment for failure to perform the services required for building security included in this contract shall be as follows:

Exterior doors left unlocked **\$100.00** each instance

Security systems left unarmed **\$100.00** each instance

K. Failure to Perform Services

The Contractor shall respond within three (3) hours of notification and request by the City's Contract Manager or designee to correct any substandard work found by the building monitors. Failure to respond entirely will be cause for a deduction of \$100.00 per occurrence. The City reserves the right to waive this deduction if, in the opinion of the contract manager or designee, an honest effort has been made to correct the situation or other mitigating circumstances exist.

L. Damage

Any damage to buildings, equipment and/or material by the Contractor or his/her employees, whether by neglect, negligence or improper performance of work, in the opinion of the City, will be repaired at the Contractor's expense to the satisfaction of the City. Contractor shall not push carts along hallway walls and doors, leaving marks on the walls and doors.

QUANTITY LISTING FOR LAUNDRY SERVICES FOR MOP HEADS

NOTE: Cost for the laundry services shall be included on the Bid Forms for the mopping tasks.

TYPE	SIZE	WEEKLY	INVENTORY
		DELIVERY	
CENTRAL SERVICES COMPLEX			
LOOPED WET MOP HEAD	24 OZ	6	12
DUST MOP HEAD	16 INCH	4	8
DUST MOP HEAD	32 INCH	4	8
MUNICIPAL BUILDING			
LOOPED WET MOP HEAD	16 OZ	6	12
DUST MOP HEAD	16 INCH	4	8
PUBLIC LIBRARY			
LOOPED WET MOP HEAD	16 OZ	3	6
DUST MOP HEAD	16 INCH	2	4
1010 BUILDING			
LOOPED WET MOP HEAD	16 OZ	2	1
DUST MOP HEAD	16 INCH	4	2
RECREATION BUILDING			
LOOPED WET MOP HEAD	16 OZ	3	6
LOOPED WET MOP HEAD	24 OZ	4	8
DUST MOP HEAD	16 INCH	4	8
DUST MOP HEAD	32 INCH	4	8
DUST MOP HEAD	32 INCH	2	4
SCARBORO COMMUNITY CENTER			
LOOPED WET MOP HEAD	16 OZ	3	6
DUST MOP HEAD	16 INCH	2	4
DUST MOP HEAD	32 INCH	2	4
DUST MOP HEAD	32 INCH	2	4
SENIOR CENTER			
LOOPED WET MOP HEAD	16 OZ	3	6
DUST MOP HEAD	16 INCH	2	4
DUST MOP HEAD	32 INCH	2	4
DUST MOP HEAD	32 INCH	2	4
DUST MOP HEAD	16 INCH	2	4
TOTAL		66	132

BUILDING INFORMATION

1010 Building (Oak Ridge Entrepreneurial Center): 1010 Commerce Park Drive

- Building Monitor: Adam Fiscor
- Total Approximate Square Footage: 8,000
- Hours for Cleaning Operation: After 5:00 PM Monday through Friday

Central Services Complex: 100 Woodbury Lane

- Building Monitor: Michael Smith
- Total Approximate Square Footage: 15,490 Front Office Areas
74,835 Shop Areas
- Hours for Cleaning Operation:
 - After 4:00 PM Monday through Friday
 - Equipment Shop and Locker Room
 - Public Works and Electric Department Garage Areas
 - After 5:30 PM Monday through Friday; 8:30 PM on the third Tuesday of each month, or other times notified in advance by the Building Monitor
 - Front office areas after 5:30 PM
 - Multipurpose Room
 - Front Center Hallway
 - Copy Room
 - Conference Room
 - Front Restrooms

Municipal Building: 200 South Tulane Avenue

- Building Monitors: Kristy Wilkerson – Entire Building, excluding Police Department
Sonja Hurt – Police Department
- Total Approximate Square Footage: 35,500
- Hours for Cleaning Operation:
 - 4:00 PM to 5:00 PM Monday through Friday
 - Police Dispatch
 - Records Area
 - Information Services
 - After Court and Meetings are Complete
 - Courtroom
 - Training Room
 - Conference Room
 - Other Areas after 5:00 PM Monday through Friday

Public Library: 1401 Oak Ridge Turnpike

- Building Monitor: Kayla Stewart
- Total Approximate Square Footage: 24,000
- Hours for Cleaning Operation:
 - After 9:15 PM Monday through Thursday
 - After 6:15 PM Friday and SaturdayPlease note that Sunday is a Non-Clean Day
- Furniture shall be arranged nightly as follows (set-up schedule and diagrams located in bid packet):
 - All items of furniture shall be returned to their respective places
 - Each table in the adult section of the library shall have one each of the four different chair colors – light blue, medium blue, wine and purple

BUILDING INFORMATION, continued

Recreation Building: 1403 Oak Ridge Turnpike

- Building Monitor: Jennifer Bonham
- Total Approximate Square Footage: 32,000
- Hours for Cleaning Operation:
After 10:00 PM Monday through Saturday; must be Completed by 5:00 AM
- Set-Up Diagrams and Schedule are Included in Bid Packet

Scarboro Community Center: 148 Carver Avenue

- Building Monitor: Barbara Spratling
- Total Approximate Square Footage: 18,520
- Hours for Cleaning Operation:
After 7:00 PM Monday through Saturday

Senior Center: 1405 Oak Ridge Turnpike

- Building Monitor: Linda McGhee
- Total Approximate Square Footage: 9,328
- Hours for Cleaning Operation:
After 9:00 PM Monday, Tuesday, and Thursday
After 5:00 PM Wednesday and Friday
- Set-up Diagrams and Schedule Included in Bid Packet

Wastewater Treatment Plant: 200 Monterey Road

- Building Monitor: Terry Howard
- Total Approximate Square Footage to be Cleaned: 2,751
- Hours for Cleaning Operation: After 5:00 PM; must be finished by 12:00 AM