TOWN OF COLLIERVILLE

PURCHASING DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor
James H. Lewellen, Town Administrator
Jane Bevill, Finance Director
Derek Honeycutt, Director of General Services
Mandy Bajusz, Purchasing Agent

REQUEST FOR PROPOSALS

RFP DESCRIPTION: JANITORIAL SERVICES

RFP NUMBER: 2012-012

DUE DATE: No Later Than

2:00:00 P.M	**FRIDAY**	**SEPTEMBER 7, 2012**
(Local Time)	**(Day)**	**(Date)**

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INVITATION TO SUBMIT
REQUEST FOR PROPOSAL FOR
JANITORIAL SERVICES
RFP #2012-012

Dear Proposer:

The Town of Collierville is requesting the submittal of REQUEST FOR PROPOSALS (RFP) from qualified VENDORS interested in providing janitorial services for the Town of Collierville.
You are invited to submit a proposal. **Please structure your proposal in accordance with the requirements and specifications outlined in this Request For Proposal. Any deviations, additions or deletions should be so noted.** Your proposal should address the issues and requirements **in order** as outlined on the following pages.

Four (4) copies of your proposal and any supporting documentation must be received by 2:00:00 P.M. (local time), on September 7, 2012. PROPOSALS RECEIVED AFTER THIS TIME AND DATE WILL NOT BE CONSIDERED. A pre-proposal conference is scheduled for Thursday, August 30, 2012 at the Town of Collierville, Board Chambers, 500 Poplar View Parkway, Collierville, Tennessee. Written clarification requests must be submitted no later than August 31, 2012.

If you have any questions concerning this Request For Proposal, please contact Cathryn Perdue, Buyer, at (901) 457-2254, FAX (901) 457-2258 or cperdue@ci.collierville.tn.us.

Proposals shall be submitted in a sealed envelope, addressed as follows:

Town of Collierville
Attn: Purchasing Agent RFP 2012-012
500 Poplar View Parkway
Collierville, TN 38017

Sincerely,

Derek Honeycutt
Director of General Services

TOWN OF COLLIERVILLE PURCHASING DIVISION

NOTICE OF PROPOSAL LETTING

RFP Specification and Contract Number: 2012-012

Proposal Title: JANITORIAL SERVICES

Proposal Due Time & Date: **2:00 P.M. FRIDAY, SEPTEMBER 7, 2012**

Performance/Payment Bond: Not Required

Drawings: See Attached Figures

Pre-Proposal Conference **10:00 AM., AUGUST 30, 2012**

Conference Location: **500 Poplar View Parkway, Board Chambers, Collierville, TN 38017**

Deadline for Written Questions: **AUGUST 31, 2012**

PLEASE MARK THE RETURN ENVELOPE:

1. Proposal Due Date and Time
2. Title of Proposal
3. RFP Number

RETURN PROPOSALS TO:

Town of Collierville
ATTN: Purchasing Agent
500 Poplar View Parkway
Collierville, TN 38017

PROPOSALS SUBMITTED LATE, BY FAX OR E-MAIL WILL NOT BE ACCEPTED

Please return the entire document intact.

REQUEST FOR PROPOSALS

JANITORIAL SERVICES FOR THE TOWN OF COLLIERVILLE, TENNESSEE

SECTION I: INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the Town's minimum requirements, solicit proposals, and gain adequate information by which the Town may evaluate the services offered by Proposers.

The Town of Collierville, Tennessee, located approximately twenty miles east of Memphis, Tennessee hereinafter referred to as the Town, intends to secure a contract for Janitorial Services

1.2 Scope of Services

The Town of Collierville is seeking proposals for the purpose of entering into a contract with a contractor for day maid janitorial services. This contract will include the following locations.

Location 1: Collierville Animal Shelter, 603 East South Street, Collierville, TN
Location 2: Collierville Fleet Maintenance Shop, 508 Keough Road, Collierville, TN
Location 3: Collierville Community Center, 440 W. Powell Road, Collierville, TN
Location 4: Collierville Public Library, 501 Poplar View Parkway, Collierville, TN
Location 5: Collierville Public Services Administration, 500 Keough Road, Collierville, TN
Location 6: Collierville Fleet Maintenance Office, 508 Keough Road, Collierville, TN
Location 7: Collierville Town Hall, 500 Poplar View Parkway, Collierville, TN

The contract will run for twelve (12) months with an option for the Town to renew for four (4) additional twelve (12) month periods, up to a cumulative total of sixty (60) months from the Notice to Proceed date. Renewals will be activated upon the Town of Collierville's request.

Contractor will be required to furnish all equipment, machinery, transportation and other implements necessary to execute this contract. This includes but not limited to; vacuum cleaners, dust mops, brooms rags, brushes, etc.

The contractor shall be responsible for cleaning furniture, shelving, partitions, floors, restrooms, counters, and other items as specified in this RFP at the locations specified.

1.2.1 QUALIFICATIONS OF PROPOSER

A. All proposers must be financially stable and experienced, the Town will, among other things, consider such factors in determining to whom the RFP shall be awarded.

B. The Proposer should state in their RFP their qualifications as a professional janitorial firm which should include, but not be limited to, previous Janitorial Services offered to businesses within Memphis Metro area, current cleaning contracts being performed by the Proposer, the length of time that this business has been performing this service, the length of time employees who will execute the service have been employed by the service, and any special qualifications those employees might have.

C. The Proposer shall have a minimum of three (3) years operating a Janitorial Services Company. Please confirm in writing the number of operating years.

D. The Proposer shall include in their proposal responsibilities and relevant experience of the person(s) who will be actively engaged in managing this contract for janitorial services.

E. The Proposer shall be familiar with the area in which the services are to be provided. The Proposer shall submit with their proposal a summary of work completed with schools, colleges, and/or government agencies.

1.2.2 PRICING

The subsequent contract is considered a FIRM FIXED-PRICE CONTRACT. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.

Price Re-determination

1. In the event the contract is renewed, the contract unit price shall be firm for the duration of the contract, unless otherwise stipulated in these Special Provisions:

2. Requests to increase or decrease the fixed price of the contract are subject to the approval of and must be addressed in writing to the Town's Contract Administrator. Written requests shall be received by the Town's Contract Administrator thirty (30) days prior to the expiration of term in force. Such request shall include the cause for the adjustment. The price redetermination shall include the amount of change requested with documentation to support the requested adjustment. Such price adjustment shall be by the percentage listed below as documented and the contract shall be modified accordingly provided THAT:

i. Consumers Price Index (CPI-U): The price to be paid shall be increased or decreased by 75% of the change as reflected by the All Items Index of the Consumers Price Index published by the U.S. Department of Labor for the proceeding twelve (12) months, provided that any such increase or decrease shall not exceed three (3%) percent of the rates set forth in the contract. CPI review shall be on an annual basis. Proposer shall submit CPI documentation, for review by the Contract Administrator, thirty (30) days prior to contract renewal date.

Table 1. Example of calculation procedure

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CURRENT SERIES)

	Example Below
CPI for current period	194.4
Less CPI for previous period	189.1
Equal index point change	5.3
Divide by previous period	CPI 189.1
Equals	.028
Results multiplied by 100	.028 X 100
Equals percent change	2.8
75% of percent change	2.1 = % Increase

EXAMPLE

DESCRIPTION	**1ST YEAR BASE RATES**	**% INCREASE**	**2ND YEAR NEW RATES**
MONTHLY BID	$210.33	$4.41	$214.74
$ PER SQUARE FOOT	$11.41	$.24	$11.65

The increased contract unit price may be effective after thirty (30) calendar days provided that the Proposer submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;

The increased contract price shall not apply to orders received by the Proposer prior to the effective date of the increased contract price. Orders placed, via Purchase Order, shall be considered to have been received by the Proposer after the fifth (5th) calendar day following the date of signature by the Director of Purchasing or authorized representative.

Such requested contract price increase shall become effective only upon approval by the Director of Purchasing.

Within thirty (30) calendar days after receipt of a Proposers written request, the Director of Purchasing may cancel, without liability to the Proposer, any item on this contract or the contract in its entirety.

1.2.3 QUANTITY

Quantities listed are the Town's best estimate of current building square footage; contractor will be responsible for all square footage measurements.

1.2.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Thursday, August 30, 2012, at 10:00 a.m. Central Time** in Town Hall, Board Chambers located at 500 Poplar View Parkway, and then we will move to the other buildings described in this Request for Proposals. Proposers are strongly encouraged to attend this conference and to submit written questions in advance of the conference to the RFP Coordinator. Additional written questions may be submitted at the conference. At this time, Proposers may tour the buildings to determine cleaning needs. A public log will be kept of the names of Proposers that attended the pre-proposal conference.

The proposer MUST inspect the buildings to be serviced prior to submission of proposer. No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the RFP is evidence that the proposer has familiarized himself/herself with the nature and extent of work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

Additional tours will be conduced by the Purchasing staff following the scheduled Pre-Proposal Conference only by appointment scheduled three (3) days before the RFP opening date. No tours will be given sixty (60) hours before the scheduled public RFP opening.

EXHIBIT "A"

1.2.5. SPECIFICATIONS

The proposer will mark each specification by checking comply or giving a brief explanation of the exception taken.

Facilities Custodian(s) Info and Schedules						
Facility	**Sq. Ft.**	**Custodian**	**Cleaning Days**	**Work Hours**	**Cleaning**	**Notes:**
Location: 1 **Animal Shelter** 603 E. South St. Building Hours: 8-5 Closed from 11-12 for lunch	4,033	(1) contract – This contract services 2 locations – Animal Shelter and Fleet Maintenance (Shop only)– please reference cleaning days and work hours.	M-Th F	8am -11pm (3 hrs) 9am-11am (2 hrs)	Normal cleaning duties (No dog handling or kennel cleaning required)	15 min. morning break
Location: 2 **Fleet Maintenance** (Shop only) 508 Keough Rd. Building Hours: M-Th: 7-4 F: 6-12	9,096		M&W F	11:30pm – 3:30pm (4 hrs) 7am – 9am (2 hrs)	Normal cleaning duties and sweep. Mop and use battery powered automatic scrubber on floors. Straighten items throughout shop. Clean water fountains and sink in shop area	15 min. evening break
Location: 3 **Community Center** (All non-DAC areas) 440 W. Powell Rd. Building Hours: 8-5	37,100	(1) contract	M-F	7am– 3:30pm	Normal cleaning duties	15 min. morning break/30 min. lunch/ 15 min. afternoon break
Location: 4 **Library** 501 Poplar View Pky Building Hours:10-8	27,000	(1) contract	M-F	7am– 3:30pm	Normal cleaning duties	15 min. morning break/30 min. lunch/15 min. afternoon break
Location:5 **Public Services** Admin. 500 Keough Rd. Building Hours: 8-5	13,800	(1) contract – This contract services 2 locations – 6 hrs will be spent at Public Services and 2 hrs at Fleet Maintenance – daily M-F.	M-F	7am- 9 am and 11:30 -3:30pm (6 hrs)	Normal cleaning duties	15 min. morning break/30 min. lunch/ 15 min. afternoon break
Location:6 **Fleet Maintenance** (Office) 508 Keough Rd. Building Hours: M-Th: 7-4 F: 6-12	1,827		M-F	9am- 11am (2 hrs)	Normal cleaning duties	15 min. morning break/30 min. lunch/ 15 min. afternoon break
Location:7 **Town Hall** 500 Poplar View Pky Building Hours: 8-5	40,878	(2) contract	M-F	7am-3:30pm	Normal cleaning duties and some special cleaning	15 min. morning break/30 min. lunch/ 15 min. afternoon break

(M-Monday, Tu- Tuesday, W-Wednesday, Th- Thursday, F-Friday, S-Saturday)

1.2.5.1 Offices/Corridors/Lounges/Foyers/Lobby

Daily

Empty wastebaskets. Replace bag liner if ripped, soiled or wet, not less than weekly.
Comply: _____ Exception: _____

Dispose of refuse to outside container.
Comply: _____ Exception: _____

Clean all table and work room counter surfaces around paper or materials stored on them.
Comply: _____ Exception: _____

Dispose of any cardboard packing or discarded material or items left for removal to outside dumpster.
Comply: _____ Exception: _____

Clean any area or item that obviously needs immediate attention due to incidental spills, leaks, or debris.
Comply: _____ Exception: _____

Clean all glass, door frames, and door knobs/handles of main entry doors; this includes doors into major business section(s) of the building.
Comply: _____ Exception: _____

Sweep and damp mop all hard flooring (tile and concrete surfaced flooring). Spot clean any dirt or stains with appropriate cleaners and solvents as needed to maintain an acceptable appearance.
Comply: _____ Exception: _____

Vacuum carpet and door mats.
Comply: _____ Exception: _____

Clean and sanitize drinking fountains.
Comply: _____ Exception: _____

Mopping of all public entrance areas to be performed before building opening hour (locations 3, 4, 5 and 7), change mop water daily, change mop bucket water between locations 5 and 6.
Comply: _____ Exception: _____

Clean all non-glass doors, door frames, and door knobs/handles.
Comply: _____ Exception: _____

Weekly

Polish wood and laminate furniture with approved furniture polish; includes office desk surfaces around paper materials and office equipment.
Comply: _____ Exception: _____

Clean and polish all tables and work room counter surfaces around paper and materials stored on them.
Comply: _____ Exception: _____

Wipe down all interior window frames and sills with damp cloth.
Comply: _____ Exception: _____

Wipe down all shelving with cloth.
Comply: _____ Exception: _____

Vacuum all fabric covered furniture and partitions.
Comply: _____ Exception: _____

Clean any cobwebs from corners, ceiling, and light fixtures.
Comply: _____ Exception: _____

Dust window blinds and baseboards.
Comply: _____ Exception: _____

Dust wall plaques.
Comply: _____ Exception: _____

Clean and sanitize light switches.
Comply: _____ Exception: _____

Sanitize phones.
Comply: _____ Exception: _____

1.2.5.2 Lavatories

Daily

Sweep and mop restroom floors with disinfectant cleaner.
Comply: _____ Exception: _____

Polish mirrors.
Comply: _____ Exception: _____

Replenish soap, toilet tissue and hand towels (furnished by the Town).
Comply: _____ Exception: _____

Clean urinals and commodes (inside and out).
Comply: _____ Exception: _____

Check deodorizer block and replace if necessary (blocks furnished by the Town).
Comply: _____ Exception: _____

Wipe down all partitions.
Comply: _____ Exception: _____

Clean and disinfect basins and counter tops.
Comply: _____ Exception: _____

Empty and clean all waste receptacles, replace liners.
Comply: _____ Exception: _____

Polish all chrome and stainless steel.
Comply: _____ Exception: _____

Notify Facilities Maintenance staff of any graffiti or non-operating equipment.
Comply: _____ Exception: _____

Complete cleaning of restrooms within the first hour of building opening and refresh each one after the noon hour (locations 3, 4, 5 and 7).
Comply: _____ Exception: _____

Weekly (Lavatories)

Clean all doors, including entry doors, metal kick plates, door handles or push plates.
Comply: _____ Exception: _____

Wipe clean all wall areas and baby changing stations.
Comply: _____ Exception: _____

1.2.5.3 Entrances (All locations)

Daily

Clean all doors, including entry doors, metal kick plates, door frames and door handles or push plates.
Comply: _____ Exception: _____

Wipe clean all areas.
Comply: _____ Exception: _____

Pick-up any debris and sweep stoop area.
Comply: _____ Exception: _____

1.2.5.4 Food Preparation Areas (Small Kitchens)

Daily

Clean all counter space.
Comply: _____ Exception: _____

Flooring to be cleaned as in section 1.2.5.1
Comply: _____ Exception: _____

Clean and disinfect sink (should dishes be present avoid cleaning sink).
Comply: _____ Exception: _____

Refill hand towel dispensers.
Comply: _____ Exception: _____

Start dishwasher on daily basis or as needed. Loading of dishes or other items not required.
Comply: _____ Exception: _____

1.2.5.5 Board Chambers (at location 7)

Board Chamber shall be cleaned after each Board Meeting and Planning Commission Meeting. Board Meetings are the 2nd and 4th Monday of each month. Planning Commission Meetings are the 1st Thursday of each month, and inspect and clean, if necessary, following all other commission meetings and special called meetings.

Empty wastebaskets. Replace bag liner if ripped, soiled or wet, not less than weekly.
Comply: _____ Exception: _____

Dispose of refuse to outside container.
Comply: _____ Exception: _____

Clean all table and counter surfaces around paper or materials stored on them.
Comply: _____ Exception: _____

Dispose of any cardboard packing or discarded material or items left for removal to outside dumpster.
Comply: _____ Exception: _____

Clean any area or item that obviously needs immediate attention due to incidental spills, leaks, or debris.
Comply: _____ Exception: _____

Clean all glass main entry doors.
Comply: _____ Exception: _____

Vacuum carpet.
Comply: _____ Exception: _____

1.2.5.6 Contractor's personnel shall inform designated Town contact of any maintenance problems they notice during regular cleaning.
Comply: _____ Exception: _____

1.2.5.7 When mopping, contractor shall put out proper safety signs. Must change mop water after each use to clean water. Change water between location 5 and 6.
Comply: _____ Exception: _____

1.2.5.8 Flat mops at every location shall be used instead of string mops to keep water and chemicals off of baseboards. Must change mop head covers at least weekly.
Comply: _____ Exception: _____

1.2.5.9 Vendor shall supply unit costs (person per hour) for supplementary services for when Town janitorial employees are unavailable (vacation, illness, etc.). For scheduled vacations or leave, contractor shall be notified by the Town's representative a minimum one (1) week's notice of personnel required. For unscheduled leave (illness, bereavement, etc.) contractor shall receive as much notice as possible.
Comply: _____ Exception: _____

1.2.5.10 Contractor will not be paid for hours not worked by regularly scheduled personnel. Vendor shall provide a per hour price on regular hourly employees.
Comply: _____ Exception: _____

1.2.5.11 Contractor and/or contractor's personnel shall be responsible for punching a time clock provided by the Town of Collierville to verify time on the job. Custodian will punch in/out for lunch. Being tardy (more than 10 mins. late) three (3) times in a quarter will be reason for Contractor's personnel to be terminated from servicing this contract.
Comply: _____ Exception: _____

1.2.5.12 Carpet sweepers shall be used rather than broom and dust pan for spot cleaning in areas on off day vacuuming.
Comply: _____ Exception: _____

1.2.5.13 Fleet Maintenance (Shop only). Special cleaning includes but is not limited to using degreaser on the shop floor before scrubbing with battery powered automatic floor scrubber. Degreaser shall be supplied by Contractor.
Comply: _____ Exception: _____

1.2.5.14 Recycling at all locations: move recycling bins from various interior building locations to exterior pick-up areas once a week and return them to original locations.
Comply: _____ Exception: _____

1.2.6 INSPECTIONS

Department representatives will periodically inspect their building(s) areas to assure that the requirements of the contract are being met. If any work is unsatisfactory, the Contractor shall be contacted verbally by the Building Maintenance Supervisor or Contract Administrator for the first discrepancy and those discrepancies shall be corrected immediately at no additional cost to the Town. The Contractor will be notified in writing for the same discrepancy the second time, and uncorrected or continual discrepancies may result in penalties equal to the cost of the Town curing the discrepancy(ies) up to and including termination of the Contract.

Failure of the Contractor's personnel to appear on any scheduled workday without the advance approval of the Contract Administrator shall result in the deduction of the total daily cost for that location. Habitual non-appearance by Contractor's personnel will be cause for that personnel to be released permanently from the Town's required duties and replaced immediately by another trained custodian.

Comply: _____ Exception: _____

1.2.7 TOWN RESPONSIBILITY

The Town shall maintain the building in which the Contractor's employees will be working in such a manner as to provide for the safety of those working in and visiting the buildings.

1.2.8 INSURANCE:

Unless otherwise required by Special Conditions of this Invitation To Request for Proposal, if a contract is awarded, the proposer will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:

Comprehensive General Liability Insurance: Liability limits of $500,000 each occurrence and $500,000 aggregate.

Worker's Compensation Insurance: Statutory coverage, including Employer's Liability coverage, with a limit of at least $100,000.

The proposer shall provide the Town with Certificates of Insurance evidencing the coverage's required above. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Proposer must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the Proposer of any of the responsibilities or obligations assumed by the Proposer in the contract awarded or for which the Proposer may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Request for Proposal, if a contractor is awarded, the proposer will be required to purchase and maintain during the life.

Comply: _____ Exception: _____

1.2.9 MATERIALS/EQUIPMENT

The Contractor shall provide all materials supplies, and equipment as required, to properly maintain the buildings and areas in an acceptable condition. This shall include all required maintenance and cleaning products, including, but not limited to: cleaners; disinfectants; bleach; floor care strippers, sealers, waxes; cleaners and protective's, etc. The Contractor will also be responsible for supplying an adequate number of vacuum cleaners (back pack vacuums are acceptable). Battery operated vacuum cleaners for office quietness shall be used after 8:00 a.m.

The Town will provide the Contractor with supplies such as toilet tissue, hand towels and hand soap to be used by personnel in the restrooms. Where required, liners for trash receptacles shall also be provided by the Town, but installed by the Contractor.

All cleaning products shall bear either Green Seal or Eco Logo approved products. Any exceptions to this requirement must be approved by the Director of General Services.

OSHA Guideline Compliance

1.2.9.1. MATERIAL SAFETY DATA SHEETS – Contractor shall furnish to the Town's Contract Administrator two (2) copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service in any building. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any building, two (2) copies of the product's MSDS must be provided to the Contract Administrator, prior to the product being used in any building.

1.2.9.2. The material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

1.2.9.3. LABELING OF HAZARDOUS MATERIAL – Contractor shall comply with OSHA regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.

1.2.9.4. CAUTION SIGNS – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the Town. Caution signs shall be on-site on commencement of the contract.

1.2.9.5. OSHA GUIDELINES OF BLOOD PATHOGENS – Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in janitorial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the Town's Contract Administrator.

1.2.9.6. Due to the nature of janitorial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Town's Contract Administrator upon commencement of this Contract.

1.2.9.7. Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the Town to immediately terminate this Contract without liability.

Comply: _____ Exception: _____

1.2.10 CONTRACTOR AVAILABILITY

The contractor shall have sufficient staff available to complete cleaning as specified in this RFP. In the event of inclement weather, illness, holiday, or vacation, if the contractor's employee does not work, the contractor shall provide a substitute. The Town will not be responsible for payment if the services are not performed as specified within this RFP.

Contractor will notify the Town's Building Maintenance Supervisor and/or Contract Administrator immediately should a regular custodian not be available for work.

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself/herself, on all matters affecting work here within. Should this individual change, the Contract Administrator must be notified immediately verbally and in writing no less than five (5) days after the change.

Comply: _____ Exception: _____

Proposer to describe how personnel availability is handled:

_____

_____

_____

1.2.11 CONTRACTOR'S PERSONNEL

The Contractor shall obtain criminal background checks on all personnel that will be assigned to Town owned buildings working in any capacity including supervision. The background check MUST be completed and received by the Town's Contract Administrator before any personnel can work on Town property. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at the Town properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately asked to leave Town property and the Contractor may not bill the Town for any hours worked. The Contractor MUST remove any employee from Town service who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be done annually for any person working at Town sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract.

The Town reserves the right to require immediate removal of any Contractor personnel from Town service it deems unfit for service for ANY reason. The right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours.

The Contractor shall obtain criminal background checks at its expense on all personnel at the start of this Contract or upon employment, and at least once per year thereafter.

The Contractor shall provide the Town with background and bonding information for all personnel assigned to the contract. All requested information and past work experience shall be provided to the Town for review and acceptance prior to assignment of personnel if requested.

The Contractor shall provide the Town with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and cellphone and/or beeper numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

The Contractor shall supply personnel twenty-one (21) years or older, competent, skillful and trustworthy people. Should the Town give notice in writing to the Contractor, or his duly authorized representative, that any employee is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or is in any way a determent to the satisfactory progress of the work , such employee shall be removed and not again allowed upon the job site.

There shall be no use of cell phones by Contractor's personnel while performing contract responsibilities. Cell phone use is approved during breaks, emergency situations or coordination with Contractor or Town personnel.

Comply: _____ Exception: _____

TOWN OF COLLIERVILLE DRUG AND ALCOHOL TESTING POLICY

All Town of Collierville employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. All proposers are required to submit a copy or a summary of their drug and alcohol testing policy with their proposal by attaching it to the enclosed Drug and Alcohol Testing Acknowledgement Statement and Affidavit. Proposers are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful proposer and the Town of Collierville enter into the Contract & Agreement to file suit in the Shelby County Chancery Court to contest the Contract & Agreement issued to the successful proposer on the grounds that it violates said Public Chapter due to the fact that the successful proposer did not comply with said Public Chapter. Employers that do not contest the Contract & Agreement within said seven (7) calendar days by filing suit in Shelby County Chancery Court shall waive their rights to challenge the Contract & Agreement for violation of the provisions of Public Chapter 693.

Comply: _____ Exception: _____

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)
_____, (the "Company") and makes oath that: (i) the Company has received a copy of the relevant portions of the Town of Collierville Drug and Alcohol Testing Policy; (ii) the Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the Town of Collierville; and (iii) the Company has in effect a drug and alcohol testing policy at least as stringent as that of the Town of Collierville.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

USE OF TOWN PROPERTY, BUILDINGS AND EQUPMENT

The Contractor shall not use Town Buildings, property, or equipment, including copy machines, telephones, fax machines, computers, calculators, typewriters, and other items for personal or company business. Town telephones shall be used only for medical emergencies. If used, a notice of use shall be provided to the Contract Administrator.

Comply: _____ Exception: _____

BUILDING KEYS/ACCESS CARDS

Should the Town distribute building keys or access cards to contractor's personnel, the contractor shall establish and implement practices to ensure that all keys/access cards provided by the Town to contractor's personnel are not lost or misplaced and not used by unauthorized persons. No keys issued to the contractor's personnel shall be duplicated. Contractor shall report the loss of keys/access card(s) to the Town within twenty-four (24) hours.

In the event any keys/access cards are lost or stolen, the Town, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Town, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. Should an access card be lost, the payment of $50 (per card) will be deducted for replacing said card(s) from the monthly payment due the contractor.

The contactor's personnel WILL NOT take any building key(s) and/or access card(s) from the building at the end of the work day. Building key(s) and/or access card(s) will be left in the required designated area at the end of each work day. Should contractor's personnel disregard this requirement more than twice during a twelve (12) month period of the contract, Town's Contract Administrator will submit in writing to the contractor the name and requirements as given in section 1.2.11 to replace said personnel within 24 hours. Building keys and/or access cards will be periodically checked to confirm that contractor's personnel is leaving said items in designated areas.

If the building for which the key(s) and/or access card(s) is reported lost is comprised, a full investigation will be administered by the Town's Police Department, and should that investigation prove that contractor's personnel caused the building compromise, the contractor will be liable for the full cost of repairs and/or replacement of comprised items and all violators will be prosecuted to the fullest extent allowed by law and the Town may consider termination of the services contract.

Comply: _____ Exception: _____

1.2.12 EMPLOYEE IDENTIFICATION

The Contractor shall require all employees to wear distinctive uniform clothing and assure every employee is in uniform on the date an employee first enters on duty. Employees shall wear uniforms consisting of shirts and trousers, coverall, or smocks, as appropriate, for men; and dresses, skirts, and blouses, slacks, or smocks, as appropriate, for women. At the discretion of the Town, employees may be sent home if not in proper uniform. The uniform shall have the Contractor's name affixed thereon in a permanent manner. Any color or color combination, as appropriate, may be used. Employees shall be required to dress neatly, commensurate with the tasks being performed. Blue jeans, shorts, tank tops, halters, sandals, flip flops, or any type of open-toed shoes shall not be worn by Contractor personnel.

The Contractor shall furnish and require each employee at the work site to wear photo name tag identification badge with the names of the employee and Contractor. No one will be permitted to work without a displayed badge.

The Contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available.

The Contractor shall have all employees working at Town sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times.

Comply: _____ Exception: _____

1.2.13 SUBSTITUTION OF PERSONNEL

In the event that the Contractor wishes to substitute personnel during the contract, the Town of Collierville must be notified so that a review of qualifications can be made. The Town reserves the right to approve or reject any substitute personnel based on information submitted.

Comply: _____ Exception: _____

1.2.14 GROOMING

Contractor's employees are to present a professional appearance. They shall be neat, clean, well groomed, and courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on Town property.

Employees shall wear an appropriate uniform specifying the Contractor's company name. Tee-shirts, shorts or denim jeans are not acceptable. This provision will be strictly enforced.

Males – The top and sides of the head must be neatly groomed. The color of the hair will be a natural color. The length and bulk of the hair will be such that it does not present a ragged, unkempt or extreme appearance. Facial hair will be acceptable as long as it is kept clean, trimmed, and tidy.

Females- Hair will be neatly groomed. The color of the hair will not be outrageously colored (i.e.: orange, purple, etc.). The length and bulk of the hair will not present a ragged, unkempt or extreme appearance. Females may wear earrings with uniforms.

Body Piercing – While in uniform, employees may not attach, affix, or display objects, articles, jewelry, or ornamentation to or through the skin.

A tattoo, branding or scarification design may not be visible when in uniform. Tattoos are not allowed on the face, neck, head, hands or visible parts of the arms when in a short sleeve shirt.

Comply: _____ Exception: _____

1.2.15 SAFETY OF PERSONS AND PROPERTY

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who my be affected thereby;
- the Work and material, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors; and
- other property at the Project premises or adjacent thereto, and not designated for removal, including property of the Town, separate contractors or other persons, whether or not completed or installed.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent facilities.

Comply: _____ Exception: _____

1.2.16 MANAGEMENT, SUPERVISION, AND SAFETY

The Contractor has the responsibility of providing fully trained and qualified personnel. The personnel's activity shall be closely monitored by the Contract Administrator and/or Building Maintenance Supervisor at each building to detect operational irregularities and non-compliance with contractual requirements.

It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization oversees the activities of its staff daily, throughout the range of its activities, and does not delay, ignore, or otherwise limit its contractual obligations.

It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the building unsafe, as well as any unsafe practices occurring thereon. The Contract Administrator shall be immediately notified of any unsafe condition.

The Contractor's crew leader and custodial staff, as well as their supervisory and management staff, shall be fully versed in the Contract and its cleaning/maintenance schedule(s). An outline of the task requirements and schedule for each building shall be kept with each crew. If any task cannot be thoroughly completed within the Contract cleaning schedule time line, the Town shall be immediately notified.

Comply: _____ Exception: _____

1.2.17 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this RFP and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

Comply: _____ Exception: _____

1.2.18 SUPERVISOR(S)

The Contractor shall provide necessary supervision and Contractor SHALL NOT assign supervision responsibilities to any on-site custodian servicing any Town location. Contractor's Supervisors shall be literate and conversant in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with Town personnel. Contractor's supervisors shall also be capable of communicating fully with all employees in the event they do not speak English. The Contract Administrator and/or Building Maintenance Supervisor will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the custodians. The Contractor shall be required to provide as much supervision as required to correct performance problems. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide to the Town the name and position of the substitute supervisor within the company.

Comply: _____ Exception: _____

1.2.19 INQUIRIES AND COMPLAINTS

The Contractor shall provide a method(s) to enable the Town to contact a representative of the Contractor, who is proficient in English, to take necessary action regarding inquiries, complaints and emergencies. The Contractor shall reply to the Town within one (1) hour after it is contacted by Contract Administrator and/or Building Maintenance Supervisor.

All complaints shall be resolved as soon as possible after notification, but in all cases within the next date of scheduled custodial services, and to the satisfaction of the Contract Administrator and/or Building Maintenance Supervisor. If any complaint is not resolved within this time, the Town shall be notified immediately of the reason for not resolving the complaint, followed by a written report to the Town within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of Town, the Town may correct the specific complaint and the total cost incurred by the Town will be deducted from the monthly payment owing to the Contractor from the Town.

Comply:_____ Exception:_____

1.2.20 TRAINING PROGRAM

Proposer will submit a narrative within their submittal describing their current custodian training program as well as training for front line supervision.

Comply: _____ Exception:_____

1.2.21 CONTRACTOR QUALITY CONTROL PROGRAM & TRAINING

The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted for review and approval during the proposal evaluation process. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Contract Administrator points out the deficiencies. This QCP is of paramount importance. The program shall include, but not be limited to the following:

1.2.21.1. An inspection system which is tailored to the specific building and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. The Contractor and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform.

1.2.21.2. An on-site file of all inspections conducted by the Contractor and the corrective actions taken shall be maintained. This documentation shall be made available to the Town, upon request, during the term of the Contract.

Comply: _____ Exception: _____

1.2.22 PAYMENTS

Unless otherwise specified by the Town in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Finance Department after receipt of an original invoice from the Contractor.

1.2.23 REFERENCES

The Proposer shall provide a list of eight (8) to ten (10) (day maid cleaning) references of clients whom are being provided the same or similar type services with similar amount of square footage cleaned and number of cleaning personnel (preferably government entities, schools or colleges). The reference list shall include current clients which services have been provided within the past three (3) years and shall provide a contact person and telephone number. The Town reserves the right to contact client's reference checks.

Comply: _____ Exception: _____

1.2.24 AWARD

Award shall be based on the information submitted. The Town reserves the right to consider, in making the award, the proposers past performance, client references, qualifications, length of time providing the services, business facility, number and experience of staff, equipment, scheduling methods, training program, QCP and the financial stability of the proposer

1.3 Contract Duration

The Town intends to enter into a contract with an effective period of November 13, 2012, through November 12, 2013.

The Town reserves the right to extend this Contract for four additional one-year periods, provided that the Town notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Town's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

1.4 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The Town assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the Town. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer. **Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.**

1.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Town's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Town or in the employment practices of the Town's contractors. Accordingly, all vendors entering into contracts with the Town shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the Town's Purchasing Office to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS.

1.7 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letter of Intent to Propose* at any time before the deadline for submitting a proposal.The following information should be included in the *Letter of Intent to Propose:*

Vendor Name
Name and Title of Vendor Main Contact
Address, Telephone Number, and Facsimile Number of Vendor Main Contact
Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose,* by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

EXHIBIT "B"
PROPOSAL SCHEDULE

1. **ANIMAL SHELTER:**

MONTHLY BID $_____ Dollars

COST PER SQUARE FOOT $_____ Dollars

2. **FLEET MAINTENANCE SHOP:**

MONTHLY BID $_____ Dollars

COST PER SQUARE FOOT $_____ Dollars

3. **COMMUNITY CENTER FACILITY**:

MONTHLY BID $_____ Dollars

COST PER SQUARE FOOT $_____ Dollars

4. **LIBRARY:**

MONTHLY BID $_____ Dollars

COST PER SQUARE FOOT $_____ Dollars

5. **PUBLIC SERVICES:**

MONTHLY BID $_____ Dollars

COST PER SQUARE FOOT $_____ Dollars

6. **FLEET MAINTENANCE OFFICE:**

MONTHLY BID $_____ Dollars

COST PER SQUARE FOOT $_____ Dollars

7. **TOWN HALL:**

MONTHLY BID $_____ Dollars

COST PER SQUARE FOOT $_____ Dollars

OTHER APPLICABLE RATES AS CALLED FOR IN SECTION 1.2.5.10, OFFEROR SHALL ATTACH A SEPARATE SHEET ITEMIZING ALL OTHER PERSONNEL AND LABOR RATES.

VENDOR TO PROVIDE HOURLY PAY RATES FOR ALL POSITIONS THAT WILL BE ASSOCIAT4ED WITH THIS CONTRACT AND ANY COMPANY BENEFITS OFFERED TO EACH EMPLOYMENT POSITION. This information will be kept confidential during the proposal evaluation phase and contract award and destroyed after award of contract.

END OF SECTION

SECTION 2: SCHEDULE AND EXPLANATION OF RFP EVENTS

The following RFP Schedule of Events represents the Town's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The Town reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors submitting a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	Town of Collierville Issues RFP	August 16, 2012	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	August 21, 2012	
3	Deadline for *Letter of Intent to Propose*	August 22, 2012	
4	Pre-proposal Conference	August 30, 2012	10:00 AM
5	Deadline for Written Comments	August 31, 2012	5:00 PM
6	Response to Written Questions/RFP Amendments	September 4, 2012	5:00 PM
7	Deadline for Submitting a Proposal and Town Opens Technical Proposals	September 7, 2012	2:00 PM
8	Technical Evaluations Begin	September 10, 2012	
9	Technical and Cost Proposal Evaluations	September 12, 2012	
10	Finalist are Selected and Non-finalist Notification Letter is Released	September 14, 2012	
11	Selected Finalists Make Oral Presentations	September 17, 2012	
12	Deadline for Final and Best Offer	October 5, 2012	
13	Negotiation Contract with Finalists	October 8, 20012	
14	Contract Award by Board of Mayor and Aldermen	October 22, 2012	6:00 PM
15	RFP Files for Public Inspection	October 23, 2012	12:00 PM

2.1 Issue of RFP

The Town of Collierville, Tennessee, is issuing this RFP on August 16, 2012.

2.2 Deadline for Disability Accommodation Requests

Proposers with a disability may contact the RFP Coordinator to arrange specific accommodations in order to be able to participate in the RFP process.

2.3 Deadline for Letter of Intent to Propose

Proposers are required to submit a Letter of Intent to Propose by August 22, 2012 to the RFP Coordinator as described in Section 1.7.

2.4 Pre-proposal Conference

A pre-proposal conference will be held on Thursday, August 30, 2012, at 10:00 a.m. Central Time in the Board Chambers located at 500 Poplar View Parkway, Collierville, TN. Proposers are strongly encouraged to attend this conference and to submit written questions in advance of the conference to the RFP Coordinator. Additional written questions may be submitted at the conference. A public log will be kept of the names of Proposers that attended the pre-proposal conference.

Attendance at the pre-proposal conference is <u>not</u> a prerequisite for submission of a proposal.

2.5 Deadline to Submit Additional Written Questions

Proposers may submit additional written questions as to the intent or clarity of this RFP until close of business on August 31, 2012. All written questions must be addressed to the RFP Coordinator.

2.6 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendment will be distributed on September 4, 2012, to all Proposers whose organization name appears on the distribution list accumulated from Intent to Propose Letters received.

2.7 Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING AGENT NO LATER THAN **FRIDAY, SEPTEMBER 7, 2012, at 2:00 PM CENTRAL TIME**. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP package.

A public log will be kept of the names of all Proposers that submit proposals.

PROPOSERS SHALL BE RESTRICTED TO ONE PROPOSAL PER RFP. Proposers submitting more than one version of their proposal per RFP may be disqualified.

2.8 Technical Proposal Evaluation

An Evaluation Team will perform the technical evaluation of proposals. This process will take place between September 10, 2012 and September 11, 2012. During this time, the RFP Coordinator may initiate discussions with Proposers who submit responsive or potentially responsive proposals for the purpose of clarifying without such discussion. <u>Discussions SHALL NOT be initiated by the Proposers.</u>

2.9 Cost Proposal Evaluation

The cost evaluation of proposals will be performed by an Evaluation Team. This process will take place between September 11, 2012 and September 12, 2012.

2.10 Selection of Finalists

The Evaluation Team will select and the RFP Coordinator will notify the finalist on September 14, 2012. Only finalists will be invited to participate in the subsequent steps of the procurement.

2.11 Oral Presentation by Finalists

Finalist will be required to present their proposals to the Evaluation Team. The RFP Coordinator will schedule the time for each Proposer presentation on September 17, 2012 (and September 18, 2021 if necessary). All presentations will be held in the Administration Conference Room. Each presentation will be limited to two hours in duration.

2.12 Best and Final Offers from Finalists

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by October 5, 2012.

2.13 Negotiation Contract with Finalists

Contract negotiations will be finalized with the most advantageous Proposer by October 8, 2012. In the event that mutually agreeable terms cannot be reached, the Town reserves the right to finalize a contract with the next most advantageous Proposer without undertaking a new procurement process.

2.14 Contract Award by Board of Mayor and Aldermen

After review of the Evaluation Team report and recommendation, the Purchasing Agent will submit a formal recommendation accompanied by the signed contract to the Board of Mayor and Aldermen for approval to award the contract on October 22, 2012.

2.15 RFP Files for Public Inspection

The RFP file is open to the public for viewing after October 23, 2012.

END OF SECTION

SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The main point of contact for this RFP shall be:

Cathryn Perdue, Buyer
Purchasing Division
500 Poplar View Parkway
Collierville, TN 38017

Telephone: 901/457-2254
Fax: 901/457-2258
E-Mail: cperdue@ci.collierville.tn.us

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

3.2 RFP Number

The Town has assigned the following RFP identification number – it should be referenced in all communications regarding the RFP: RFP 2012-012

3.3 Communication Regarding the RFP

3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other Town employees may result in disqualification.

3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the Town. Written comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS.

3.3.3 The Town shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the Town. The Town reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

3.3.4 The Town shall fax, e-mail or mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose.*

3.4 Required Review and Wavier of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the Town no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the Town, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

3.5.1 Proposers shall respond to this RFP with a Technical Proposal to include Exhibit "A" and a Cost Proposal to include Exhibit "B". No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and three (3) copies of the Technical Proposal shall be submitted to the Town in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP# 2012-012 Janitorial Services -- Do Not Open"

One (1) original and three (3) copies Cost Proposal shall be submitted to the Town as a separate, sealed package and clearly marked:

"Cost Proposal in Response to RFP# 2012-012 Janitorial Services -- Do Not Open"

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

"Contains Separately Sealed Technical and Cost Proposals"

3.5.2 All proposals must be submitted in a sealed envelope, addressed as follows:

Town of Collierville, Tennessee
Purchasing Agent RFP 2012-012
500 Poplar View Parkway
Collierville, TN 38017

by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

3.5.3 Proposers shall submit only one proposed solution or product though they may have two or more types that meet specifications. Proposers must determine for themselves which to offer. Submission by a single proposer of more than one proposed solution or product shall be sufficient cause for rejection of all prices for that item by the proposer.

3.5.4 Submittals shall be bound by staple or binder clip and shall consist of paper only. All binders, plastic separations, non-recycle material, etc. are prohibited. Submittals will not be evaluated on the aesthetic of the package.

3.6 Proposal Preparation Costs

The Town of Collierville will not be liable in any way for any costs incurred by respondents in replying to any part of this RFP.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The Town shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the Town formally requests such, in writing.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the Town determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information, which the Proposer knew or should have known, was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Assignment and Subcontracting

3.11.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the Town. Each subcontractor must be approved in writing by the Town. The substitution of one subcontractor for another may be made only at the discretion of the Town and with prior, written approval from the Town.

3.11.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.12 Right to Refuse Personnel

The Town reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.13 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.14 Independent Price Determination

3.14.1 A proposal shall be disqualified and rejected by the Town if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a Town employee, or any competitor.

3.14.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.

3.14.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.

3.14.4 Should any such prohibited action stated above (see 3.15.1, 3.15.2, and 3.15.3) be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.15 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and general liability insurance coverage before entering into a contract. Additionally, the Town may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Town shall be in form and substance acceptable to the Town.

3.16 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.17 Conflict of Interest and Proposal Restrictions

3.17.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

3.17.2 Any individual, company, or other entity involved in assisting the Town in the development, formulation, or drafting of this RFP or its scope of services which shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.18 RFP Amendment and Cancellation

The Town reserves the unilateral right to amend this RFP in writing at any time. The Town also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.19 Right of Rejection

3.19.1 The Town reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

3.19.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable Town laws and regulations. The Town may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.20 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the Town of Collierville, Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the entire RFP process. Upon the completion of the evaluation of proposals, indicated by a contract award by the Board of Mayor and Aldermen, the proposals and associated materials shall be open for review by the public in accordance with ***Tennessee Code Annotate***d, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

3.21 Contract Terms and Conditions

3.21.1 The contract between the Town and the contractor will follow the format specified by the Town and contain the terms and conditions set forth in Section 8 of this RFP. However, the Town reserves the right to negotiate with a successful Proposer provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Proposer's proposal will be incorporated into and become part of the contract.

3.21.2 Should Proposer object to any of the Town's terms and conditions, as contained in Section 8, That Proposer must propose specific alternative language. The Town may or may not accept the alternative language.

3.22 Right to Waive Minor Irregularities

The Town reserves the right to waive minor irregularities. The Town also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town.

3.23 Ownership of Proposals

All documents submitted in response to this request for proposals shall become the property of the Town.

3.24 Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposers must have a valid e-mail address to receive these correspondences.

END OF SECTION

SECTION 4: SPECIAL REQUIREMENTS

4.1 Location and Work Space

The work under this RFP is to be performed, completed, and managed at Town of Collierville Facilities. All work performed on the Town's premises shall be completed in accordance with a schedule approved by the Town's project representative.

4.2 Performance and/or Payment Bond

Performance and/or Payment Bonds are not required for this RFP.

END OF SECTION

SECTION 5: PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.1 The Town discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the Town's information requirements.

5.1.3 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered.

5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

I. Proposal Transmittal Letter;
II. Mandatory Proposer Qualifications;
III. General Proposer Qualifications and Experience;
IV. Technical Approach; to include Exhibit "A"
V. Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the Town may determine the proposal to be nonresponsive and reject it.

5.2.1 Proposal Transmittal Letter -- The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal, which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence-showing authority to bind the company.

5.2.1.2 The letter shall state that the proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town.

5.2.1.3 The letter shall provide the name, mailing address, and telephone number of the person the Town should contact regarding the proposal.

5.2.1.4 The letter shall state whether the Proposer intends to use subcontractors; if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the Town prior to the use of any subcontractors.)

5.2.2 Mandatory Proposer Qualifications – Technical Proposals shall provide responses and documentation, as required that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal that does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information:

5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the contract in Section Eight (8) of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)

5.2.2.2 written certification and assurance of the Proposer's compliance with:

- the laws of the State of Tennessee;
- Title VI of the federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing

5.2.2.3.2 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars ($1,000,000) or five hundred thousand ($500,000).

5.2.3 General Proposer Qualifications and Experience -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

5.2.3.2 a brief description of the Proposer's background and organizational history.

5.2.3.3 years in business.

5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP.

5.2.3.5 location of offices.

5.2.3.6 a description of the Proposer organization's number of employees, longevity, and client base.

5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years (if so, an explanation providing relevant details).

5.2.3.8 form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*).

5.2.3.9 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.

5.2.3.10 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

5.2.3.11 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP. It should illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

5.2.3.12 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract -- the roster should include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history.

5.2.3.13 a list, if any, of all current contractual relationships with the Town of Collierville and all those completed within the previous five-year period -- the listing should include:

- the contract number;
- the contract term.

5.2.3.14 customer references for similar projects representing both five (5) of the larger accounts currently serviced by the vendor and three (3) completed projects -- for each reference, include:

- the company name and business address;
- the name, title, and telephone number of the company contact knowledgeable about the project work; and
- a brief description of the service provided and the period of service.

5.2.4 Technical Approach – The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the Town to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:

5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the Town's requirements and project schedule.

5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Town's project schedule.

5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the project schedule.

5.3 Cost Proposal

5.3.1 The Cost Proposal shall be submitted to the Town as a separate, sealed package from the Technical proposal.

5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.

5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.

5.3.5 The Proposer must sign and date the Cost Proposal.

END OF SECTION

SECTION 6: EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories

The categories that shall be considered in the evaluation of proposals are Qualifications, Experience, Technical Approach, and Cost.

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of Town Administrative and Facilities Maintenance staff shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

1) if it meets requirements for further evaluation;
2) if the Town shall request clarification(s) or correction(s); or
3) if the Town shall determine the proposal nonresponsive and reject it.

(See Attachment 9.3, Mandatory Requirements Checklist).

6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals.

6.2.5 The Town reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Town and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

6.2.6 The RFP Coordinator shall open and present each Cost Proposal to the Evaluation Team.

6.3 Award Process

6.3.1 Following the finalist presentations and contract negotiations with the most advantageous Proposer, the Purchasing Agent shall prepare a Board Report containing the results from the proposal evaluation process to the Board of Mayor and Aldermen for consideration.

6.3.2 Once the contract award has been approved by the Board of Mayor and Aldermen, the RFP files shall be made available for public inspection.

END OF SECTION

SECTION 7: STANDARD CONTRACT INFORMATION

7.1 Contract

If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within fourteen (14) days of its delivery to the Proposer, the Town may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

Under no conditions shall the Town be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated in to the final contract.

7.4 Contract Monitoring

The Contractors shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Town. The Town may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Town may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the Town requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the Town may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the Town shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the Town and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. The Contractor shall not commence additional work until the Town has issued a written contract amendment and secured all required approvals.

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this _____ day of _____, 20___ by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and _____ [**insert name of CONTRACTOR**], a _____ [**State where CONTRACTOR established, but only if an entity, not applicable to sole proprietorships**] _____ [**type of entity – e.g., corporation, LLC, partnership, sole proprietorship**] (herein the "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the TOWN desires to contract with a provider of janitorial services and/or products (herein the "**Contract Items**"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Request for Proposal issued by the TOWN under No. RFP 2012-012 Janitorial Services (herein the "**Request for Proposal**") and any amendments thereto. The Request for Proposal and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on November 13, 2012 and ending on November 12, 2013. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its proposal to the TOWN at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under Section 4.00 of this Contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed

unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Request for Proposal number.

4.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

6.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Proposal. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Request for Proposal. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars ($500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. [OMITTED]

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such

action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

16.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

(i) To: Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017
Facsimile: (901) 457-2207

(ii) To: [**Insert Name of CONTRACTOR**]
_____
_____
Facsimile: ( ) _____

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

TOWN OF COLLIERVILLE, TENNESSEE

By: _____
Stan Joyner, Mayor

ATTEST:

By: _____
Town Clerk/Recorder

APPROVED AS TO FORM AND CONTENT:

_____
Director of General Services

_____

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

CONTRACTOR's Mailing Address:
_____
_____

CONTRACTOR's Telephone Number:
(_____)_____

CONTRACTOR's Facsimile Number:
(_____)_____

EXHIBIT "A"

Request for Proposal No. RFP 2012-012

EXHIBIT "B"

CONTRACTOR'S Proposal

ATTACHMENT 9.1: Certification of Compliance

_____

Proposer Name

By indication of the authorized signature below, the Proposer does herby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

_____

Proposer Signature and Date

ATTACHMENT 9.2: Cost Proposal Format

NOTICE TO PROPOSER:

This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall record only the cost proposed as required. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.

The Proposer must sign and date the Cost Proposal.

_____

Proposer Name

_____

Vendor ID

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the contract Scope of Services of this RFP.

PLEASE ATTACH EXHIBIT "B"

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town of Collierville.

_____

Proposer Signature and Date

ATTACHMENT 9.3: Mandatory Requirements Checklist

Proposer Name

RFP Coordinator: Performing Item Verification Review Date

The following basic requirements list should be used by Proposer in preparing and submitting a complete RFP Package as called for within the Request for Proposal for consideration. The RFP Coordinator will verify that all items have been received by placing a mark in the proper corresponding box.

☒ IF CORRECT	Basic Proposal Requirements
☐	1. Technical Proposal and Cost Proposal received on time at correct location.
☐	2. Technical Proposal and Cost Proposal packaged separately and marked as required.
☐	3. Required number of Technical Proposal copies received.
☐	4. The Proposal Transmittal Letter with the Proposal offer is signed by a company officer according to the provisions of the RFP.
☐	5. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
☐	6. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal.
☐	7. The Proposal Transmittal Letter states the name, mailing address, e-mail address and telephone number of the person the Town should contact regarding the proposal.
☐	8. The Proposal Transmittal Letter states whether the Proposer intends to use subcontractors and identifies any intended subcontractors
☐	9. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the Contract.
☐	10. The Proposal contains a signed Certification of Compliance. (Attachment 9.1)
☐	11. The Proposer Qualifications and Experience section provides a brief statement of descriptive information about the Proposer's credentials.
☐	12. The Proposer Qualifications and Experience section provides a brief description of the Proposer's background including an organizational history as required.
☐	13. IF APPLICABLE - The Proposal attaches required detailed documentation of financial resources (audited financial statement and referenced financial resources data as required.
☐	14. IF APPLICABLE - The Proposal attaches required financial responsibility and financial stability documentation (1) current bank reference as required and (2) two credit references as required.
☐	15. IF APPLICABLE - The Proposal attaches a valid certificate of liability insurance as required.
☐	16. No Cost data in the Technical Proposal.
☐	17. No alternate proposal submitted.
☐	18.
☐	19.
☐	20.