



**REQUEST FOR PROPOSAL
MNT24004**

CUSTODIAL PROGRAM EQUIPMENT AND SUPPORT

December 21, 2023

Proposals due Friday, January 12, 2024 by 12:00 PM

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PROGRAM INFORMATION

This document is a Request for Proposal (RFP) for the provision of custodial equipment and related equipment services for Barrow County Schools (BCS). BCS desires to purchase new custodial equipment and the associated warranties and repair/maintenance services for said equipment.

A Custodial Program Committee (CPC) was put together in order to perform the necessary tasks and due diligence associated with the purchase of new equipment for the Barrow Bold Cleaning Program (BBCP). This new equipment is needed to allow the BBCP to keep pace with the evolving changes to BCS Facilities and to improve BBCP efficiencies.

PROPOSAL CONDITIONS

A. CERTAIN DEFINITIONS:

"Addenda" are written or graphic documents issued by the Owner prior to the opening of Proposals, which modify or interpret the Proposal Documents by additions, deletions, clarifications, corrections or revisions.

A "Custodial Equipment Provider" ("CEP") is a person or entity who submits a Proposal and may sometimes be referred to as an "Offeror."

A "Proposal" is a complete and properly executed proposal package to provide the CEP services in accordance with the Proposal Documents for the sums and in the times stated in the Proposal supported by the data required by the Proposal Documents and submitted in accordance with the Proposal Documents.

"Proposal Documents" means all of the documents included in the Request for Proposals, including without limitation such proposed Contract Documents as are included in the Request for Proposals, and any Addenda issued prior to the opening of Proposals.

B. REQUEST FOR PROPOSALS CEP EQUIPMENT, EQUIPMENT SERVICE, AND SUPPLIES:

1. INTRODUCTION:

To be eligible for consideration; Proposals must be made in accordance with the following instructions and must be received at Not later than 12:00 PM on Friday, January 12th, 2024 or any extension of time therefore made by an Addendum.

The Owner reserves the right to reject any or all Proposals and to waive any technicalities and informalities.

2. OWNER:



Barrow County School System

Boldly Committed to Student Success

The Owner for whom the custodial program equipment, products, and services will be provided to and performed is: Barrow County School System, Maintenance Department

3. PROPOSALS:

Proposals must be emailed to Allen Henriksen at ALLEN.HENRIKSEN@BARROW.K12.GA.US, not later than 12:00 PM on January 12th, 2024 or any extension of time therefor made by an Addendum.

The CEP is fully responsible for timely delivery at the designated location(s). Proposals received after the set specified date and time will not be considered by the Owner.

4. DOCUMENTS:

Proposal Documents may be requested and obtained electronically from the Owner by e mail request ALLEN.HENRIKSEN@BARROW.K12.GA.US.

The Proposal Documents are the property of the Owner.

Any participant submitting a Proposal must procure a set of the Proposal Documents from the Owner.

The CEP shall use complete sets of Proposal Documents in preparing Proposals. The Owner will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

In making copies of the Proposal Documents available, the Owner does so only for the purpose of obtaining Proposals for the Project and does not confer a license or grant permission for any other use of the Proposal Documents.

The CEP is responsible for the review of the Proposal Documents, including without limitation the Owner's Standard Forms.

5. Specifications

Specifications for The Equipment to be purchased are located in Exhibit A. All listed specifications are the basis of design. "Or Equals" will be considered for approval providing they meet the Basis of Design Specifications and all other provisions of the RFP and contract can be met.

6. ADDENDA:

Addenda, if any, will be emailed electronically or delivered to each CEP that is known by the Owner to have received a complete set of Proposal Documents at the email address furnished in the request for Proposal Documents. No Addenda will be issued later than 72 hours prior to the time for Proposal opening, except for Addenda withdrawing the Request for Proposals or Addenda, which include a postponement of the date through which Proposals may be submitted.

The CEP shall ascertain prior to submitting a Proposal that the CEP has received all Addenda issued, if any, and the CEP shall acknowledge their receipt in the



Proposal. Failure of a CEP to receive or acknowledge any Addendum shall not relieve the CEP of any obligation under the Proposal. All Addenda shall become part of the Contract Documents.

7. INTERPRETATIONS:

The Owner has provided this RFP to communicate a basis of information by which the CEP may develop their proposal in general terms. The CEP will be given an opportunity to examine any BCS facility in the field to make any determinations necessary to the submission of a complete proposal. It is the responsibility of the CEP to make any such requests for onsite inspection of facilities in writing to the Owner at ALLEN.HENRIKSEN@BARROW.K12.GA.US. The CEP shall at once report to the Owner any errors, inconsistencies or ambiguities in the Proposal Documents. If a CEP is in doubt as to the meaning of any part of the Proposal Documents, or otherwise has questions or requires clarification or interpretation of the Proposal Documents, he or she shall request an interpretation from the Owner. Requests for such interpretations shall be made in writing addressed to the Owner not later than six (6) business days prior to the time for receiving Proposals, and failure of the successful CEP to request such interpretation shall not relieve it as a CEP of the obligation to execute, the CEP services or custodial equipment services and supplies in accordance with a later interpretation by the Owner and without additional charge to the Owner. Interpretations, corrections, and changes of the Proposal Documents will be made by Addendum. No oral interpretations will be made to the CEP as to meaning of the Proposal Documents. Any purported interpretations, corrections and changes of the Proposal Document made in any manner other than Addendum will not be binding, and the CEP shall not rely upon them. Any communication, or attempted communication, by a CEP or its agents concerning this Request for Proposals by any means or method other than that provided for in this Request for Proposals shall be inappropriate. In the event of such inappropriate communication, or attempted communication, the Owner shall have the right to reject such offending CEP's Proposal.

8. SUBSTITUTIONS:

Unless otherwise indicated in the Proposal Documents, the materials, products and equipment service described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered **prior** to receipt of Proposals unless written request for approval has been received by the Owner at least six (6) days prior to the date for receiving Proposals. Such requests shall include the name of the specified product, material or equipment, and the specification section or other reference to the Proposal Documents as appropriate. The request shall provide a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The request for approval shall explain fully the difference, if any, between the proposed product and the one or more named in the specifications, including difference in cost. A statement



setting forth changes in other materials, equipment, supplies, service, support, or training that incorporation of the proposed substitution would require shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the CEP submitting the substitution, The Owner's decision of approval or disapproval of a proposed substitution shall be final.

If the Owner approves a proposed substitution prior to the date for receipt of Proposals, such approval will be set forth in an Addendum. The CEP shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

9. IRREGULARITIES:

The Owner, at its sole option, may reject Proposals that contain irregularities of any kind, or Proposals that do not comply fully with the Proposal Documents.

10. CUSTODIAL PROGRAM EQUIPMENT, EQUIPMENT SERVICE AND SUPPLIES CONTRACT AWARD:

Subject to the Owner's right to reject any or all Proposals, it is the intent of the Owner to award a contract, at the sole option of the Owner, in due course and after a reasonable Proposal evaluation period, within the funds available, to the responsible and

responsive CEP whose Proposal is determined to be the most advantageous to the Owner, provided that the Proposal otherwise fulfills the requirements of the Proposal Documents. The Owner shall have the right to waive informalities or irregularities in a Proposal. CEP Proposals will be evaluated on a combination of factors. These factors, and their relative importance, are:

- Warranties (5%);
- Experience with BCS (5%);
- Delivery (15%);
- Serviceability (15%);
- Cost of Equipment (60%)

The successful CEP shall execute The Owner / CEP Agreement required by the Owner. The successful CEP shall deliver to the Owner any Bonds that may be necessary on the exact forms provided by the Owner. All required forms, bonds, policies or certificates of insurance and other documents must be submitted and approved by the Owner before a Notice to proceed may be issued.

11. CEP'S QUALIFICATIONS:

The Owner, before Contract award, will require CEP to document that they are "responsible" to the satisfaction of the Owner. The CEP will be required to show that they have the necessary facilities, technical ability, licenses, and financial resources to provide the materials and execute the services and the work in a satisfactory manner, and within the time



specified; that they have experience in the services and work of a similar nature; and that they have past history and references which will verify their qualifications for providing the materials and executing the services and the work and providing the equipment service. The Owner shall have the right to make such additional inquiry, as it deems necessary to determine the ability of the CEP to provide materials and perform the services and the work and provide the equipment service in a prompt and efficient manner in accordance with the Contract Documents. The failure of a CEP to promptly supply information in connection with the Owner's inquiry shall be grounds for a determination that such CEP is not responsive, not responsible, or both. In determining the qualifications and responsibility of the CEP, the Owner may take into consideration any and all relevant facts and circumstances, available to it including, but not limited to, the CEP's experience, capacity, facilities, available temporary use equipment, previous work standing, financial standing, skill, available supervisory personnel, available labor, quality and efficiency of custodial operations and equipment proposed to be provided. The Owner shall have the right to reject the Proposal of any CEP failing to show to the satisfaction of the Owner that the CEP could perform the services and the work and provide the equipment in a prompt and efficient manner in accordance with the Contract Documents. CEP's may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, all responsible CEP's found by the Owner to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

12. OWNER'S CONTRACT FORM:

Included and made a part of this RFP is the Owner's Standard Form of Contract for Custodial Program Equipment Service, Supplies, and Support (the "Agreement" or the "Contract"). CEP's are responsible for the review of this document in the preparation of their Proposals. The successful CEP shall comply with all insurance requirements set forth in the Agreement and any other Contract Documents, and the CEP's attention is directed to the insurance section of the Agreement. These insurance requirements shall be considered in the preparation of the CEP's Proposal.

13. COMMENCEMENT, PROSECUTION, AND COMPLETION:

The CEP will be required to provide equipment per delivery instructions in this document.

14. BID BOND: N/A

15. AFFIDAVIT:

Before commencing the services under the Agreement, the successful CEP shall submit an affidavit in the form of the Offeror's and Individuals' Affidavit of Noncollusion included in the Proposal Documents. If the successful CEP is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the Contract for the



Project shall also sign the affidavit. If the successful CEP is a corporation or other entity, all officers, agents, or other persons who may have acted for or represented the corporation or other entity in offering for or procuring the Contract for the Project shall also sign the affidavit.

16. EXISTING CONDITIONS:

The CEP is responsible to visit, examine and inspect the site(s) of the proposed Project, obtain first-hand knowledge of existing conditions, the character, quality and quantity of the products needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in any way affect the services or the work to be done under the Agreement, and become thoroughly familiar with all conditions under which the work is to be performed and correlate all the CEP's observations and any other facts or conditions that are known to or reasonably knowable by the CEP with the requirements of the proposal documents, including the proposed Contract Documents. The CEP must not rely solely on documentation provided by the Owner as these are provided to help interested Offeror's to understand the general nature of the required equipment, supplies, and services.

17. FORM OF CONSENT TO RELEASE INFORMATION:

By submitting a Proposal, the CEP authorizes the Owner, and the Owner's agents, attorneys and other representatives, to contact each and every reference, person or entity identified in the Proposal. The CEP agrees that any information concerning the CEP in possession of any identified reference, person or entity may be fully disclosed, and made available, to the Owner and its agents, attorneys and other representatives. The form of Consent to Release Information must be executed by the CEP and submitted to the Owner with the Proposal.

18. COMMUNICATIONS, QUESTIONS, OR REQUESTS FOR INFORMATION:

All communications, questions or requests for information shall be made in writing addressed to the Owner not later than six (6) business days prior to the time for receiving Proposals. All responses to requests will be distributed to all CEPs by written Addendum no later than 72 hours prior to the time for Proposal opening.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. SUBMISSION OF PROPOSALS:

Proposals must be emailed to ALLEN.HENRIKSEN@BARROW.K12.GA.US with the subject line reading: MNT24004 RFP SUBMISSION

Sealed Proposals shall be submitted in six (7) sections:

- 1) Warranties
- 2) Experience with Barrow County Schools.
- 3) Delivery Dates



- 4) Serviceability
- 5) Acceptance of Owners Form of Agreement and Bonds
- 6) Cost of Equipment, and Service/Repairs.

The Proposal shall be signed by the person or persons legally authorized to bind the CEP to a contract. All signatures shall have the name and the title of the signatory typed below the signature.

B. PROPOSAL FORMAT:

1. Warranties

- a. Please list the Standard Warranties for each piece of equipment including length of time and coverage
- b. Please list any available extended warranties including length of time, coverage and any additional costs or steps which must be undertaken to receive an extended warranty.
- c. CEP shall provide and submit all documentation necessary for Standard Warranties and/or Extended Warranties to the manufacturer on behalf of BCS.
- d. CEP shall provide a list of all purchased equipment pieces to BCS which includes, Manufacture, Model No., Serial No., Delivery location, delivery date, warranty start date, warranty end date, and Warranty contact information.

2. Experience with Barrow County Schools:

- a. Please provide instances where the CEP has previously conducted business with BCS.
- b. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company in the past five (5) years, including case name, number, location of court or arbitration, and, if an arbitration, the name and telephone number of at least one arbiter. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts, and any penalties imposed by reason of any contract undertaken and determined to be in noncompliance with pertinent statutes within the past five (5) years, and all such items shall be explained in detail, including without limitation, identification of the account by name and the name, address and telephone number of the owner of each such project.
- c. Include a statement as to whether or not the CEP or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of Proposal submission for a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.

3. Delivery Dates

- a. Provide delivery dates for all equipment, even if the dates are different for



Barrow County School System

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different piece of equipment.

- b. Provided time frame for which delivery dates are firm.
- c. A CEP's inability to meet stated delivery dates *for any reason* may considered a breach of contract.

4. Serviceability

Minimum services to be provided:

- The CEP shall provide BCS a list of Spare equipment that is to be available for use during warranty repairs to equipment that needs to be completed off site.
- Non warranty parts shall be available for purchase by Owner.
- To facilitate quick response for warranty issues the CEP must have a facility within fifty square mile from Barrow county lines. Pick-up and delivery of equipment under warranty requiring shop repair and back up or loaner equipment provision must be proven in a CEP shop inventory list. Removal of Owner equipment must be reported to the contract manager immediately prior to removal from building. CEP must specify building name and equipment removed and time of expected arrival temporary use equipment.
- Barrow must approve day of service for any work not covered by warranty.
- Written and signed for documentation of service provided for each visit
- The CEP shall provide BCS with an avenue to order OEM parts after the warranty period has expired, regardless of whether or not the CEP continues to perform service on the equipment purchased through this contract.

5. Acceptance of Owner's Form of Agreement and Bonds:

Indicate your willingness to execute the Owner's form of Agreement and to execute the Owner's form of Bonds included in this RFP. Any proposed revisions to the terms or language of these documents must be submitted in writing with the CEP's response to the RFP. If submitted or proposed thereafter, such proposed revisions to the terms or language of these documents shall not be considered by the Owner and the CEP's Proposal may be rejected. A Proposal may be rejected if proposed revisions to any of these documents are unacceptable to the Owner.

6. Cost of Equipment and Equipment Service Repairs Spreadsheet

Indicate your proposed equipment costs to be purchased and in such number as indicated on the Owner's Exhibit E. The Proposed equipment or equipment services cost must be a not to exceed sum inclusive of any and all costs, expenses, overhead, general conditions, fee and profit, warranties, preventive maintenance provisions, delivery and setup, training and support, etc.

QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS

A. QUALIFICATIONS FOR SELECTION OF CEP

The evaluation of the Proposals will be based upon consideration of the 7 (seven) evaluation factors, and their relative importance, set forth in Part II, above, which will result in an award that is most advantageous to the Barrow County Board of Education.



B. SELECTION PROCESS

An evaluation committee will perform Proposal evaluations and, following completion of the evaluations and subject to the Owner's right to reject any or all Proposals, the responsible and responsive Offeror whose Proposal is determined to be the most advantageous to the Owner will be selected for award recommendation.

Offerors may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, all responsible Offerors found by the Owner to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

The Owner reserves the right to reject any or all Proposals, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Proposal to be accompanied by a Bid Bond or by other data required by the Proposal Documents, any incompleteness or irregularity of any Proposal received, any evidence of collusion with the intent to defraud or other illegal practices on the part of the Offeror, failure to comply with the requirements of the Proposal Documents, or if the proposed pricing exceeds the funds available. The Owner also reserves the right to waive any technicalities or informalities.

Owner's Standard Forms (each to be made available under separate cover):

1. Contract
2. Offeror's and Individuals' Affidavit of Non-Collusion
3. Form of Consent to Release Information
4. Cost Proposal Form
 - Items left blank will indicate that a CEP is not able to provide a specific piece or pieces of equipment.

Exhibit A

Specifications for Equipment

see attached specification sheets

Item Description

Qty



Barrow County School System

Boldly Committed to Student Success

Tennant T300 20” Walk Behind Orbital Scrubber w/lithium-ion battery and charger, no E H2O	20
Square Cat GTX Oscillating Floor Machine	20



Square Cat GTX 20

Oscillating Floor Machine



Surface Preparation
Surface Refinishing
Chemical Free
Floor Cleaning & Scrubbing



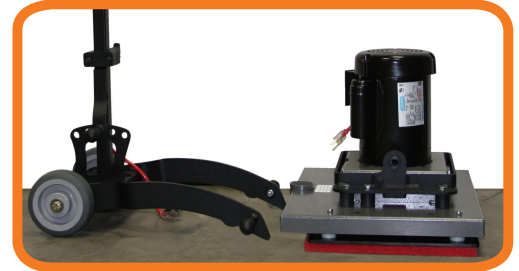
Square Cat GTX 20 Oscillating Floor Machine



Wheels Down Technology allows the head to sit securely on the floor for better coverage.



Exclusive 5-position pin set handle lock system



Handle and head separate for easy transport between job sites

- Unique orbital technology reduces vibration and makes scrubbing easier with less user fatigue.
- Chemical free cleaning and scrubbing - removes layers of finish without chemicals - green friendly.
- Highly productive - quickly scrubs and removes coatings from virtually any hard surface at 3,200 sq ft/hr - saving time & labor costs.
- Edge to edge cleaning including difficult corners missed by other machines.
- TEFC motor is not affected by dust and moisture. Commercial 1.5 hp motor provides a quiet and smooth operation.
- Six primary and eight secondary isolators.
- Five position adjustable handle with pin-set locking device is easy to adjust and secure into place for all personnel.
- Large, non-marking wheels for effortless transport.
- Safety orange power cord, right and left hand operation, and soft grips further enhance value.
- Optional dust containment unit #TH1011-RT - excellent for healthcare facilities and for markets with zero tolerance dust regulations.
- Made in USA with globally sourced components.

Specifications

Model	Square Cat GTX 20
Item #	82031
Drive System	Eccentric balanced orbital
Pad Size	20 in x 14 in
Pad Speed/Oscillations	1740 rpm
Pad Driver Type	Solid steel/hook and loop facing
Pad Pressure	0.61 lbs/in ²
Motor	1.5 hp, 180 frame, TEFC dual capacitor AC
Coverage Rate	3,200 sq ft/hr
Voltage	115-230V, 60 Hz
Amp Draw	7.1
Vibrator Isolators	6 primary, 8 secondary
dB Rating	66 dB - meets GS-42 standard
Maintenance Intervals	600 hours
Wheels (Grey)	6 in x 2 in, non-marking
Power Cord (Included)	50 ft (15.24 m) 12/3 Commercial, safety orange
Optional Accessories	Dust containment unit, and 4.5-gal solution tank
Weight (Machine Only)	171 lbs (77.6 kg)
Shipping Weight	211 lbs (95.7 kg)
Dimensions L x W x H	33 x 22 x 52 in
Warranty	1 year limited

Specifications are subject to change without notice.

CREATING A CLEANER, SAFER, HEALTHIER WORLD.

EQUIPMENT



T300/T300e ORBITAL

WALK-BEHIND FLOOR SCRUBBER

Delivering high performance and consistent results for virtually any hard surface condition while lowering cleaning costs

IMPROVE THE EFFECTIVENESS OF YOUR CLEANING RESOURCES, INVESTMENTS, AND OPERATIONS



REDUCE COST TO CLEAN

- **Reduce costs to clean** by virtually eliminating slippery floor stripping chemicals and postponing expensive and time consuming stripping.
- **Standardize your cleaning operations** with programmable Zone Settings™.
- **On-board machine instructions** help ensure machine is operated in a safe manner for better results, simplified training, and reduced costs to clean.
- **Increase runtime by up to 46%** with 2200 1/4" RPMs.*

ENHANCE FACILITY IMAGE

- **Easily clean textured and grouted floors** through consistent down pressure and multiple pad options.
- **Ensure consistent cleaning performance and full pad saturation** with unique solution disbursement system.
- **Reduce machine noise levels** to as low as 58 dBA for daytime cleaning and in sound sensitive areas with Quiet-Mode™.

IMPROVE HEALTH AND SAFETY

- **Minimize risk of slip-and-fall accidents** and ensure dirt and soils are removed from the floor with updated squeegee design.
- **Ensure operator comfort** and reduce vibrations with 10 long-lasting isolators.

MINIMIZE ENVIRONMENTAL IMPACT

- **Quickly and easily remove floor finish** with high RPMs, heavy down pressure, and surface prep pad without using caustic stripping chemicals.
- **Reduce water consumption** and disposal of cleaning detergents into the waste stream with ec-H2O NanoClean® technology.

*When compared to Tennant 20" (50 cm) self-propel disk machine.

SAVE TIME AND MONEY ON EQUIPMENT AND TRAINING WHILE IMPROVING YOUR FACILITY'S IMAGE

ONE MACHINE. MAXIMUM VERSATILITY.

Maximize your return on investment with the T300 or T300e Orbital scrubbing machine, ideal for daily cleaning or chemical-free floor finish removal for a wide variety of markets, applications and floor types.

MARKETS:

Education
Healthcare
Retail
Hospitality

APPLICATIONS:

Aisle Ways
Checkout Counters
Classrooms
Entryways
Cafeterias
Kitchens

FLOOR TYPES:

Uneven and Textured Floors
Grouted Ceramic and Porcelain Tile
VCT
Polished Stone
Marmoleum®
Teknoflor®



Marmoleum®



Textured Floor



Grouted Tile

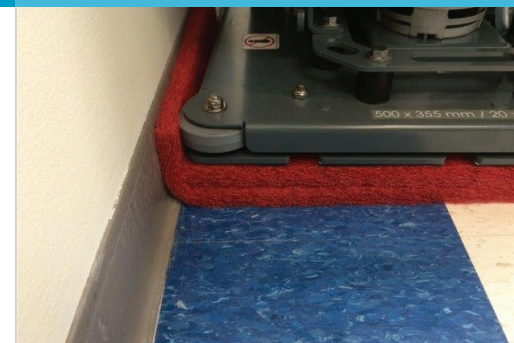


Polished Stone

ec-H2O NanoClean® technology electronically converts water into an innovative detergent-free cleaning solution.

Tennant provides multiple cleaning pads to address a variety of cleaning conditions.

Effortlessly clean edges, corners and baseboards using rectangular cleaning head options.



- Reduce rework, labor and safety costs by using only TennantTrue parts and service.
- Ensure optimal cleaning performance by selecting a TennantTrue Service program provided by a network of over 400 factory-trained Tennant service representatives.
- Improve uptime by leveraging TennantTrue parts and service.
- Simplify budgeting by bundling TennantTrue service plans, including parts, into the purchase or financing of your machine.

ENVIRONMENTAL STEWARDSHIP



ec-H2O NanoClean® technology is NFSI (National Floor Safety Institute) Certified



ec-H2O NanoClean technology is registered by NSF International

T300/T300e ORBITAL WALK-BEHIND FLOOR SCRUBBER

	T300 20 IN/500 MM SELF-PROPEL	T300e 20 IN/500 MM SELF-PROPEL
SCRUBBING SYSTEM		
Control panel		
Membrane™ Panel	Optional	–
Pro-Membrane™ Panel	Optional	–
Pro-Panel™	Optional	–
Instructional Overlay	–	Standard
Productivity (per hour)		
Theoretical Max	20,000 ft ² / 1,858 m ²	20,000 ft ² /1,858 m ²
Estimated Coverage*		
Conventional	14,943 ft ² / 1,388 m ²	14,943 ft ² /1,388 m ²
ec-H2O NanoClean®	15,469 ft ² / 1,437 m ²	15,469 ft ² /1,437 m ²
BRUSH DRIVE SYSTEM		
Scrub motor	0.6 hp / 0.45 kW	0.6 hp/0.45 kW
Brush/pad RPM	2,200 rpm	2,200 rpm
Brush/pad pressure	63, 92, 109 lbs / 29, 42, 49 kg	63 lbs/29 kg Optional 109 lbs/49 kg
SOLUTION/RECOVERY SYSTEM		
Solution tank capacity	11 gal / 42 L	11 gal/42 L
Recovery tank capacity	14 gal / 53 L	14 gal/53 L
Vacuum motor	24 VDC, 0.6 hp / 0.47 kW	24 VDC, 0.6 hp/0.37 kW
Vacuum waterlift	42 in / 1067 mm	34.5 in / 876 mm
Vacuum waterlift with Quiet-Mode™	28 in / 711 mm	–
CLEANING TECHNOLOGY		
Conventional	Standard	Standard
ec-H2O NanoClean	Optional	Optional
ec-H2O NanoClean with Severe Environment switch	Optional	–
BATTERY SYSTEM		
System voltage	24 volt	24 volt
Battery types (Wet 105AH, Wet 130AH, Wet 150AH, Sealed AGM 140AH)	2 required	2 required
Battery run time (up to hours)**	3.8	3.7
On-board charger	Standard	Standard
Off-board charger	Optional	Optional
MACHINE SPECIFICATIONS		
Length	49 in / 1,245 mm	49 in/1,245 mm
Width	20.5 in / 521 mm	20.5 in/521 mm
Height	43.10 in / 1,095 mm	43.10 in/1,095 mm
Weight (without batteries)	255 lbs / 116 kg	255 lbs/116 kg
Weight (with batteries)	415 lbs / 188 kg	415 lbs/188 kg
Sound level (operator's ear)***	66.4 dBA	67.5 dBA
Quiet-Mode (operator's ear)***	57.6 dBA	–
WARRANTY		
See your local representative for warranty information		

* Estimated coverage rates use the practical speed and empty/fill time standards from the 2004 ISSA Cleaning Times handbook.

** Run times are based on continuous scrubbing run times.

*** Sound levels per ISO 11201 as recommended by the American Association of Cleaning Equipment manufacturers & OSHA.

Specifications subject to change without notice.

Lease. Pre-Owned. Rent. Tennant has flexible options that get you the machines you need, however you need them.

SEEING IS BELIEVING

For a demonstration or additional information, call +1.800.553.8033 or email info@tennantco.com

Tennant
701 North Lilac Drive
Minneapolis, MN 55422 USA

USA/Canada: +1.800.553.8033
Quebec: +1.800.361.9050
Overseas: +1.763.540.1315

www.tennantco.com
info@tennantco.com

REQUEST FOR PROPOSALS MNT24004

Contract

Term of Contract/Renewal

The initial contract award for purchase and warranty service will begin after January 12, 2024.

Custodial Distributor must disclose the name(s) of any officer, director, or agent who is also an employee of the BCS. CEP must also disclose the name(s) of any BCS employee who owns, directly or indirectly, any interest in the CEP's business or any of its branches.

The Request for Proposals MNT24004 and all Exhibits attached thereto as well as any addendum issued thereto, is incorporated and made a part of this Agreement.

Insurance Requirements- For Service Providers Only

Proof of the following insurances will be furnished by the awarded CEP to BCS. All insurance issued by any company must be approved by BCS.

Certificates of Insurance meeting the required specifications within the contract shall be forwarded to the BCS for approval prior to the start of any work or possession of any school property. Renewal certificates should be sent to BCSS prior to the policy renewal date.

A ninety (90) day written notice must be sent to BCSS, via certified mail, in the event of cancellation.

CEP shall provide copies of any insurance policy for required coverage within seven (7) days of the date of request; but in any respect no later than thirty (30) prior to the commencement of any term.

1. Workers Compensation Insurance

As required by Georgia Law, employee liability coverage with limits not less than One Million Dollars (\$1,000,000.00)

Comprehensive General Liability

Procure and maintain during the life of the contract Comprehensive General Liability coverage not less than One Million Dollars (\$1,000,000.00) per each occurrence, Five Hundred Thousand Dollars (\$500,000.00) personal injury and Five Hundred Thousand Dollars (\$500,000.00) premises and operations.

2. Business Automobile Liability

Procure and maintain for the life of the contract Automobile Liability Insurance not less than Two Million Dollars (2,000,000.00), One Million Dollars (\$1,000,000.00) personal injury and One Million Dollars (\$1,000,000.00) property damage.

Indemnification

CEP will protect, indemnify, defend, and hold harmless the Barrow County Board of Education, Barrow County Schools, all officers, employees, and representatives and their successors from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs or charges, including attorney's fees and expenses arising directly or indirectly from or in conjunction with:

1. Any breach of agreement,

2. Any actual or alleged negligent error, omission, intentional misconduct or violation of law by CEP, CEP employees, sub CEP's, representatives in the non-performance of the services required to be performed by the CEP, or
3. BCS's enforcement of its rights under this indemnity provision.

CEP will defend, indemnify and hold harmless Barrow County Board of Education, Barrow County Schools, all officers, employees, and representatives and successors from and against any and all liability, losses, damages, or expenses or costs to BCS; including attorney fees and expenses as a result of any claims, demands, damages, costs of judgments against BCS based on allegations that as a consequence of the equipment and services rendered hereunder; any equipment, program, software designed, developed, amended, merged, or reconstructed, alone or in combination with other equipment, programs, software, infringes on any patent, copyright, or misappropriates a trade secret. If any such equipment, program, software or any part thereof, is held to constitute an infringement, misappropriation and use of the equipment, program, or software is enjoined, the CEP will, at its own expense, either:

1. Procure for BCS the right to continue to use the equipment, program, software or part thereof;
2. Replace the equipment, program, or software with a non-infringing replacement, provided replacement does not modify the equipment, program, or software to compromise performance and meets BCS specifications; or make it non-infringing, provided modification does not compromise performance and meets BCS specifications.

In the event both BCS and CEP are named as defendants in the same civil action, and BCS determines that a conflict of interest exists, CEP will provide, at its own cost, independent counsel for BCS. BCS may designate its General Office Counsel as equal participating counsel in any litigation wherein BCS is defended by the CEP.

CEP's obligations under this indemnity will survive the expiration and termination of the contract.

Public Records Law

All proposal documents and other materials submitted by CEP in response to this RFP will be open to inspection by any person and in accordance with Georgia open record statutes. Proprietary information shall be clearly identified as such and the Georgia Code covering such declaration shall be cited by Title, Chapter, Section, Sub-section, etc. BCS accepts no responsibility for the release of any information not so noted.

Permits and Licenses

CEP will be responsible for obtaining any necessary permits and licenses; and will comply with all laws, rules, regulations, codes, and ordinances local, state and federal at no additional cost to BCS.

CEP agrees to maintain adequate General Liability, Vehicular Liability, Workers Compensation, Fidelity Bond, and Professional Liability insurance coverage. CEP will submit certificates as proof of the aforementioned coverage to BCS.

Costs Incurred in Responding

All costs directly and indirectly related to proposal preparation, representation, or clarification shall be the sole responsibility of the CEP.

Sub-Contracts

CEP may not subcontract any part of this Agreement.

Termination

Appropriation of Funds: This *RFP* contract is subject to the appropriation of funds for such purpose of BCS. If sufficient funds are not authorized, the parties mutually agree that the contract may be terminated or amended in response to the elimination or reduction of funding.

Other than as specified herein, plus any equipment that might be on loan to the district, should this contract be terminated, the CEP will have no right to remove any other materials that were invoiced and approved for payment prior to the contract termination date.

Further, any materials remaining in BCS inventory that were delivered and invoiced while the contract was in force, must remain with BCS without further financial obligation.

Other: BCS has the right to terminate/non-renew the contract based on these conditions

1. Bankruptcy or any insolvency of either party;
2. CEP's failure to comply with local, state or federal laws,
3. Expiration of the RFP or renewal periods upon thirty (30) days written notice.

In addition to the above, BCS may deduct from any invoice any and all costs associated with a performance deficiency in cleaning equipment, products and supplies, as well as the equipment necessary to support same (i.e. any and all goods and services purchased pursuant to the RFP, Addendum, Amendments and Exhibits thereto), after noting such deficiency to the CEP and providing a 48 hour opportunity to cure. **License and Intellectual Property Rights**

CEP warrant that CEP is the lawful owner/licensee of all chemical delivery systems, software, hardware, methods, methodologies, and pre-existing intellectual property in the equipment, or used in the performance of services. CEP has the right to permit BCS access to or use of software, hardware, methods, methodologies, and intellectual properties.

The equipment and services delivered will not be in violation of any law, rule or regulation. CEP will obtain all permits and licenses in compliance with such laws and regulations.

The equipment and services will not violate or infringe the rights of third parties; including propriety information, non-disclosure rights, or intellectual property rights. Intellectual Property shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade-dress, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, other information (patentable and tangible or not), industrial rights, proprietary rights, Documentation, and any and all applications, whether registered or not as of the effective date of the contract, or at any later date.

Should contractual relationships be terminated between the CEP and BCS the CEP, with prior permission and arrangements with BCS and at the discretion of BCS as to when this can reasonably occur, the CEP will be allowed to remove chemical delivery systems, software, hardware from the district.

As with dispenser changes, any wall damage or painting required to make the BCS facilities whole in structural integrity and appearance will be at the sole cost and responsibility of the Custodial Distributor to swiftly remedy and correct.

Confidentiality

CEP will maintain the confidentiality of all information provided by BCS in the strictest confidence and will neither use or disclose it to anyone other than employees requiring the information to perform services, without the written consent of BCS to the extent permitted by law. BCS will retain the right

to enjoin any unauthorized disclosure in an appropriate court of law. CEP will not issue any public statements without the prior written consent of BCS.

Nondiscrimination

During the performance of the contract, CEP will not unlawfully discriminate against any employee or employment applicant because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. CEP specifically acknowledges that the above-referenced Indemnification section is applicable to complaint filed against or including the BCS.

Drug Free Work Place

CEP certifies that: A drug free work place and programs in compliance with O.C.G.A. Section 50-24-3 which requires certain publications to, and agreements from, the CEP's employees during the term of the RFP will be maintained.

CEP may be suspended, terminated, or debarred if it is determined that:

1. CEP falsified the above certification.
2. CEP has violated certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3.

Background Checks

BCS requires that a criminal background check investigation be made of all CEP personnel providing services to BCS. CEP must provide a signed affidavit that background checks have been completed for all employees, service technicians and representatives of a manufacturer that will be on-site at an BCS facility CEP

shall refrain from assigning personnel to any task if such investigation reveals a disregard for the law or indicates an unacceptable security risk is determined by BCS in the following, but not limited to, areas:

1. Crimes against a person
2. Felony drug possession
3. Drug possession with intent to distribute
4. Felony theft
5. Sex crimes
6. Moral turpitude

Upon request, CEP will share any and all criminal background check data with the BCS necessary to guarantee or audit compliance with the above.

E-Verify- For Service Providers Only

Pursuant to O.C.G.A. § 13-10-91, et seq., the CEP shall provide evidence on forms attached hereto as Attachments "A" (affidavit regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it has conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "EVerify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the agreement to ensure that no unauthorized aliens will be employed. The CEP hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Attachment "A", and submitted such affidavit to the Barrow County Board of Education.

The CEP hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. The CEP's compliance with the requirements of O.C.G.A.

§ 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the CEP's affidavit, attached hereto as Attachment "A" and incorporated herein by this reference.

Independent Contractor

In its performance of this Agreement, CEP acknowledges and agrees to act in its own capacity as an independent contractor, solely responsible for all payroll withholding, worker's compensation and other insurance, ACA and FLSA compliance, and that nothing contained herein shall be construed to render CEP an agent, partner, joint employer or venture of the BCS. CEP also specifically acknowledges the applicability of the Indemnification section with respect to any claims to the contrary.

Force Majeure

Neither party shall be deemed in default of the RFP of any provision hereunder to the extent that any delay or failure in the performance of obligations of such party (other than the payment of money) results from significant causes beyond its reasonable control, without fault or negligence by the party. Examples of such causes include, but are not limited to:

1. Acts of God
2. Acts of the government in its sovereign or contractual capacity
3. Fires
4. Floods
5. Epidemics
6. Quarantine restrictions
7. Earthquakes

Severability

In the event any provision in this Agreement is found to conflict with existing or future law, all other provisions of this Agreement shall be considered severable, independent and given the fullest effect.

Enforceability

The failure by BCS to enforce any provision of this Agreement shall not be a waiver of any such provision or the right of the BCS to enforce each and every provision of this Agreement.

Complete Understanding

This Agreement, the Barrow County Board of Education RFP (February 2020), any and all Exhibits, Attachments and addendum issued thereto shall contain the entire understanding between the parties and supersede any prior understandings between the parties relating to the subject matter of this Agreement.

Amendment

No provision of this Agreement may be amended, modified, deleted or waived in any manner unless agreed to in writing by both the parties.

Notices

Any notice, consent or other communication (unless provided otherwise herein) must be emailed to: allen.henriksen@barrow.k12.ga.us

Governing Law

The RFP and Agreement will be governed by the laws of the State of Georgia and any disputes related to same will be resolved in the courts of Barrow County, Georgia. Except as provided above, attorney fees and court costs may be available to the prevailing party only as provided for under Georgia law.

By: _____
Greg Webb, Director of Maintenance
Barrow County School System
Date: _____

By: _____
Title: _____
Supplier: _____
Date: _____

CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Proposal to the Barrow County Board of Education for custodial equipment service, supplies / vendor managed inventory program, and support hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the Barrow County Board of Education, its agents, attorneys and other representatives.

This ___ day of _____, 2023.

[Printed name of person or entity consenting to release of information]

By: _____

Printed name: _____

Printed Title: _____

Exhibit E
Cost Proposal Form

	Equipment Type	Manufacturer and Model	QTY	Cost/Ea	Delivery/ETA
1	Restroom Machine	EDIC CR2 TOUCH-FREE RESTROOM RESTORATION SYSTEM	20		
2	Walk Behind Scrubber Disc	Tennant T300 20" Walk Behind Orbital Scrubber w/lithium-ion battery and charger, no E H2O	20		

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

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

Notary Public Signature

My Commission Expires: _____