



**Department of Purchasing and Contracting  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038**

**October 13, 2021**

**REQUEST FOR PROPOSAL**

**For**

**JANITORIAL SERVICES**

**RFP Number: 2021-026**  
**Due Date: November 10, 2021**  
**Time Due: 2:00 p.m., ET**

**City of Stonecrest**  
**Request for Proposal**  
**for**  
**Janitorial Services**

**ADVERTISEMENT FOR REQUEST FOR PROPOSAL**

**NOTICE TO OFFEROR:**

The City of Stonecrest invites vendors to submit proposals to provide janitorial and COVID-19 cleaning and disinfecting services.

A pre-proposal conference will be held on Friday, October 22, 2021, at 10:00 a.m. ET, at 5099 Browns Mill Road, Stonecrest, Georgia 30038. There will be a "Walk Through" of each park where work will be performed. Attendance is not mandatory but is strongly encouraged. No individual appointments after this meeting will be held.

Questions regarding the Request for Proposal process should be directed to <https://www.bidnetdirect.com/georgia/cityofstonecrest>. **Only questions received prior to 12:00 p.m. on October 26, 2021, will be considered.**

Proposal must be received by November 10, 2021, to 2:00 p.m. ET. To be entitled to consideration, proposal must be submitted electronically at <https://www.biddirect.com/georgia/cityofstonecrest>. Only proposals submitted via Bidnet will be considered.

**Restrictions on Communicating with City of Stonecrest Staff**

From the issue date of this RFP until the final award is announced (or the RFP is officially cancelled), Proposers are not allowed to communicate with any City staff regarding this solicitation except through the Issuing Officer named herein. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision.

## **1.0 PURPOSE**

- 1.1 The City of Stonecrest (City) is requesting proposals from a qualified company to provide janitorial services to the City's parks facilities and other locations as defined in this solicitation. The Contractor must have the ability to provide COVID-19 cleaning and disinfecting. The Contractor shall provide all labor, equipment, cleaning solutions, materials, supervision, and other items necessary to perform janitorial services as defined in this solicitation
- 1.2 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be entitled for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. The City, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City.

## **2.0 CURRENT SITUATION**

- 2.1 The City of Stonecrest currently has a contract with Optech Monette, LLC for Parks and Landscaping Maintenance and Janitorial Services.

## **3.0 SCOPE OF SERVICE**

- 3.1 The City has many recreation programs include opportunities and special events for the children, adults, and seniors in the community throughout the year. With these programs the parks and facilities require continuous cleaning throughout the day and weekends.
- 3.2 The Contractor must have sufficient personnel to provide service during evening hours, weekends, and holidays. The Contractor will be given ample time for planning.
- 3.3 Each Offeror is responsible for determining all factors necessary for the submission of a comprehensive response to the RFP. This includes but not limited to, measuring each facility, if necessary, to determine your proposed fees for services. No plans or blueprints are available.
- 3.4 The facilities covered under this contract include the following, others may be added in future:
1. Browns Mill Athletic Complex
  2. Browns Mill Recreation/Community Ctr., 4929 Browns Mill Road, Stonecrest, GA
  3. Browns Mill Aquatic Center, 5099 Browns Mill Road, Stonecrest, GA (**Seasonal**)
  4. Southeast Athletic Complex, 5845 Hillvale Road, Stonecrest, GA
  5. Sam's Building (**cleaned upon request**)
  6. Stonecrest City Hall – 3120 Stonecrest Blvd., Stonecrest, GA 30038
    - Various suites
- 3.5 Contractor must perform the following duties. Additional services may be requested contingent on City events.
- 3.6 The Contractor is to supply all light bulbs, toilet tissue, hand towels, paper seat covers, liquid soap for dispensers, plastic trash can liners, doggie bags, cleansers, disinfectants, solvents, waxes, cleaning tools, equipment, and any additional supplies necessary for the contractor to perform to the contract specifications.

- 3.7 The Contractor must have the ability to provide COVID-19 cleaning and disinfecting, method must be pre-approved by Director of Parks and Recreation prior to application.
- 3.8 The contractor shall establish effective communication channels to allow daily communication between Director of Parks and Recreation or designee and the responsible contractor staff.
- 3.9 To allow maximum effective communication between the City and the Contractor, the City requires a contractor's site supervisor and at least one of the contractor's staff who is on duty at all times must speak, read, and write fluent English.
- 3.10 The Contractor's equipment and vehicles must be in good working order and in clean safe condition. Vehicles do not need to have a logo with contractor's name applied but is preferred. Vehicles must appear professional to represent the City of Stonecrest.
- 3.11 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 3.12 The Contractor must present themselves in a professional manner to the City of Stonecrest and the public as a representative for the City of Stonecrest. Clothing must be appropriate and in good condition, no discriminatory verbiages or symbols are allowed, logos may be of work-related verbiage, signage, or symbols only, safety apparel must be worn at all times especially in vehicle traffic areas.
- 3.13 The Contractor's personnel shall perform work in a professional manner as directed by the City and in compliance with all Federal, State, and City of Stonecrest regulations and OSHA rules and regulations shall be followed at all times.
- 3.14 The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the public who may be affected thereby.
- 3.15 The Manager/Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Manager/Supervisor and the City, but the final required times will be at the City's discretion.
- 3.16 Children, friends, family, or other persons not directly employed by the contractor are strictly prohibited from City's premises.
- 3.17 Weekly meetings between the Director of Parks and Recreation or designee and the contractor's project supervisor will be required.

- 3.18 Material Safety Data Sheets of all chemicals used during custodial services must be furnished to the Director of Parks and Recreation or designee. The Contractor is responsible to furnish Material Safety Data Sheets to their custodial employees while working with any chemicals used while performing the services required of this bid and scope of work.
- 3.19 The Contractor's equipment and supplies shall not be left on public walkways where someone could walk into them or trip over them. Doors to the contractor's supply closets shall remain closed and locked when an employee is not immediately present.
- 3.20 The Contractor shall make every effort to recycle as much of the waste as possible. Janitorial staff will collect recyclables and deposit them into the proper on-site recyclable materials depository.
- 3.21 The Contractor shall provide a monthly report to the Director of Parks and Recreation of all services provided at each location. The same report shall be available for Finance Director inspection, upon request.

#### **4.0 TRASH, DEBRIS AND GRAFFITI REMOVAL**

- 1) During daily routine maintenance visits the Contractor is responsible for removing trash and debris from the property.
- 2) All trash and debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation.
- 3) If any question arises about disposal, it will be the contractor responsibility to notify the City for instructions.
- 4) Any graffiti shall be reported to the Director of Parks and Recreation and removed the same day that it is discovered.

#### **5.0 ADDITIONAL SERVICES:**

- 5.1 Janitorial services needed during weekends, holidays, new and unforeseen services will be identified as additional services when determined by the City that such service is not covered by these specifications. During Special Events Contractor's personnel must remain on-site throughout the event to provide continuous service. Contractor may be requested to set up and breakdown event. i.e., tables chairs, etc.
- 5.2 Upon notification that additional services will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City.
- 5.3 The City shall retain the right to reject Contractor's cost proposal for additional services and to solicit services needed from other contractors.
- 5.4 Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the Contractor and the City.

5.5 The Contractor shall perform additional services in accordance with the agreement for additional services and with the provisions of these specifications and shall furnish all labor, materials, and equipment.

5.6 **COVID-19 Cleaning**

The Contractor must use an EPA-registered disinfectants, to kill remaining germs on surfaces after cleaning. The Contractor shall provide a list of the chemicals to be used for cleaning and disinfecting.

You may refer to the website below.

**<https://www.epa.gov/coronavirus/whats-difference-between-products-disinfect-sanitize-and-clean-surfaces>**

5.7 The Contractor shall use cleaning chemicals properly and safely by wearing prescribed protective clothing, masks, and/or rubber gloves applying the cleaning chemicals properly on surfaces or items designated for their use and disposing of residual chemical products as directed or storing and labeling them for future use.

5.7 Emergency situations (water leaks, etc.) shall be reported immediately to the Parks and Recreation Department or designee (24-hours/day).

5.8 The Contractor will provide a monthly report of services provided at each location. The report must be included with monthly invoice.

**6.0 SERVICE FREQUENCY SCHEDULE**

Facilities Cleaning Schedule	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Bathrooms (Toilets/sinks/counters/mirrors/windows/doors)	x				
Sweep and mop bathroom floors	x				
Empty trash cans, replace trash liners and doggie bags.	x				
Refill toilet paper, soap dispensers, paper towels dispenser <i>(daily or as needed)</i>	x				
Sweep outside entry areas	x				
Clean water fountains	x				
Vacuum and sweep office as requested	x				
COVID-19 Disinfecting <b>(Browns Mill &amp; City Hall Only)</b>	x				
Submit maintenance/repairs notices as needed	x				
Clean concession stands (sweep and mop)		x			
Wipe down walls		x			
Dust (including window ledges)		x			
Clean breakroom microwave in/out		x			
Buff Floors (Bathrooms, breakrooms, classrooms, halls, and lobby areas)			x		
Clean refrigerator		x			
Clean trasher cans inside and out		x			
Clean and organize janitorial storage and mop closet for inspection			x		
Sweep and Mop all floors			x		
Clean outside trash cans inside and out			x		
Clean windows of facilities inside and outside				x	
Strip, Wax and Buff all lobby, halls breakrooms and common areas, gymnasium, and classrooms.					x

## 7.0 **DEFINITIONS OF SERVICES**

A. Sweeping - Includes brush or mop sweeping facilities or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors, or base trim.

B. Damp-Mopping - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water, and detergent, using as small amount of water as possible.

C. Buffing - Includes buffing with Tampico or of equal quality brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.

D. Floor Scrubbing - Cleaning of floors by use of mop, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.

E. Floor-Dry-Cleaning - Cleaning to remove marks, imbedded dirt, and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.

F. Floor Stripping - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt, and film.

G. Primary Floor Finishing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping is first accomplished.

H. Touch-Up of Floor Surfaces - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.

I. Dusting - Do not move dusting residue from spot to spot but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.

a. Leave no dust streaks.

b. Leave corners, crevices, molding and ledges free of dust and cobwebs.

c. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.

d. Horizontal surfaces include, but are not limited to, counter tops, file cabinets, tables, coat racks, etc. Telephones, etc., must be lifted and dusted under. Do not disturb work papers.

e. Dusting high and low includes, but is not limited to, partition tops, pictures, chair rungs, etc.

f. Window hangings are either Venetian blinds or drapes. Dust Venetian blinds. Lightly vacuum drapes.

J. Vacuum Carpets (spot clean) – Vacuum all carpeted common areas, heavy traffic areas and entranceways.



K. Vacuum Carpets – Vacuum all carpeted surfaces, inclusive of all offices, workstations, and cubicles.

L. Carpet Shampooing and Cleaning – Three acceptable methods:

a. **Hot Water Extraction:** A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used. The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

b. **Bonnet Cleaning:** Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.

c. Thoroughly vacuum to remove surface particles, pretreat with suitable stain remover as needed. Shampoo with rotary broom and solution type machine.

M. Miscellaneous

a. Ash receptacles are either ashtrays, sand, or dry receptacles. Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.

b. Janitorial service provider must bag all waste material and place inside containers provided for that purpose.

c. Restroom units consist of sinks, toilets, showers, and urinals. Clean and sanitize each unit by washing, inside and outside, with a germicidal solution. Leave seats in a raised position.

N. COVID-19 Cleaning

a. Refer to EPA website below:

**<https://www.epa.gov/coronavirus/whats-difference-between-products-disinfect-sanitize-and-clean-surfaces>**

## **8.0 ELIGIBILITY**

8.1 The janitorial service company have three (3) years of providing services similar to the Scope of Work in the RFP. To be eligible for consideration, the proposing company must

demonstrate that it, or the principal(s) assigned to the project, has successfully completed similar services to those specified in the Scope of Work section of this RFP, with institutions similar in size to the City of Stonecrest.

For consideration, proposals must contain evidence of the proposer's experience and abilities in the specified area and other disciplines directly related to the proposed services. All proposers shall provide profiles and resumes of the key staff members to be assigned to the project. Proposals will be evaluated and will be ranked in accordance with the following criteria:

- Completeness and quality of response
- Ability to meet requested service needs
- Experience with providing similar services
- Expertise and availability of key personnel
- Total proposed cost

**9.0 CONTRACT MANAGEMENT**

9.1 The selected company will assign one qualified individual, who will be the Contractor's project manager, responsible for directing and coordinating the activities of the Contractor's personnel and any subcontractors in all aspects of the contract.

The City reserves the right to reject any or all the proposals submitted. The City reserves the right to negotiate the costs of this proposal and to award the work to a company other than the company with the lowest costs and make an award that is in the best interest of the City.

**10.0 PROPOSAL SUBMISSION REQUIREMENTS**

10.1 To be entitled to consideration proposals must be submitted electronically at <https://www.biddirect.com/georgia/cityofstonecrest>

10.2 Offeror shall submit the following information with the proposal. Offeror must reference each section as listed below:

**10.3 Qualifications and Experience**

- a) Provide a brief history of the company providing janitorial services similar to services identified in this RFP.
- b) Provide evidence of experience in providing COVID-19 cleaning and disinfecting.
- c) Provide three (3) references of service provided within the last 24 months, include organization name, contact person, telephone number, business address and email address for each reference of services performed similar to those identified in this RFP.
- d) Key personnel and their experience, including resumes of key company personnel that shall be involved with this contract. Identify the number of personnel or workforce available to provide such services to the City of Stonecrest.

- e) Please include a list of potential products and equipment to be used for COVID-19 cleaning and disinfecting and appropriate MSDA information for each product.

10.4 **Methodology / Operations**

- a) Provide a detail description of the Contractor's overall approach to providing Janitorial Services and explain why this is the best approach for the City.
- b) Provide a detailed work plan, for each facility for which the Contractor is submitting a proposal, showing how the Contractor shall accomplish the requirements in the scope of work.
- c) Provide a description of company availability to provide the janitorial services requested in the scope of work. Include a staffing chart for each facility. The staffing chart shall include number of personnel, tasks to be performed by each person, total number of hours to be assigned to facilities and time scheduled for each facility.
- d) Describe your company's COVID-19 cleaning and disinfecting procedures to be used at all City facilities identified. List any products and equipment to be used.

10.5 **Cost Proposal**

- 1) Provide cost proposal for scope of services for each facility including fixed costs, for labor, materials, equipment, and supplies.
- 2) Describe and provide hourly rate plus product, equipment, labor, and supervision necessary to provide COVID-19 cleaning and disinfecting services.

**11.0 EVALUATION**

- 11.1 To be entitled for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the awarded vendor to meet all specifications and guidelines set forth herein.
- 11.2 An evaluation committee selected by the City will evaluate each proposal properly submitted. The City, at its sole discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decisions by the City of Stonecrest.
- 11.3 The City reserves the right during the evaluation process to contact offerors who submit proposals and request additional information or clarification necessary to complete the evaluation.
- 11.4 After the closing date and time, the assigned Procurement Agent will conduct an administrative review of all proposals received to determine responsiveness. Proposals that are deemed to be responsive will be submitted to the evaluation committee for review.

- 11.5 Although proposals that do not contain pricing information will not be considered for an award, the City reserves the right to evaluate proposals on the non-price related criteria only. Proposals that do not meet competitive range of the non-price criteria may not have price evaluated as a criterion.
- 11.6 The City will evaluate all responsive proposals and develop a competitive range. The competitive range is defined as the proposals as determined during the evaluation process of having a reasonable chance of being selected for award. Firms in the competitive range may be requested to give an oral presentation to the evaluation committee. Proposals not in the competitive range are given no further consideration.
- 11.8 The formula used to evaluate price is as follows: (Lowest price / price of proposal being evaluated) x points available for price = score
- 11.9 Proposals will be evaluated on the following criteria:
- Company qualifications and experience - **75 points**
  - Methodology / Operations - **75 points**
  - Price - **50 points**

## **12.0 AWARD**

- 12.1 Please be advised that it is the policy of the City of Stonecrest that all contracts be awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror.
- 12.2 This contract shall be for one (1) base term (of one year or less) with three (3) one-year available option to renew at the sole discretion of the City of Stonecrest. The contract will be conditional upon the offeror's ability to comply with requirements set forth in the solicitation documents.

## **13.0 PREPARATION OF PROPOSALS**

- a. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the offeror's responsibility to check the Bidnet website: <https://www.bidnetdirect.com/georgia/cityofstonecrest>** for any/all addendum(s). Answer(s) to all questions will be given after the deadline for questions has expired, and posted on the Bidnet's website, if applicable, within the specified timeline herein.
- b. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.
- c. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The proposal must be signed

by an official authorized to bind the offeror.

- d. The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualification of a bid. Each offeror shall state a definite time and avoid using the terms ASAP or approximately so many days.
- e. The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- f. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the proposal.

#### **14.0 GENERAL INFORMATION**

##### **14.1 Category of Award**

The following proposal shall be awarded to one “responsive” bidder on a total lump sum price basis. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

##### **14.2 Non-discrimination**

The City does not discriminate on the basis of race, age, sex, national origin, religion, or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

##### **14.3 Business enterprises**

The City strongly encourages Small Business firms to participate in this RFP.

##### **14.4 Permits, Taxes, Licenses, Bonds, Ordinances, and Agreements**

All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.

#### **15.0 INSURANCE**

15.1 Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain, and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

- a. Statutory Workers’ Compensation Insurance
  - a. Employers Liability:
    - Bodily Injury by Accident - \$1,000,000 each accident
    - Bodily Injury by Disease - \$1,000,000 policy limit
    - Bodily Injury by Disease - \$1,000,000 each employee
- b. Comprehensive General Liability Insurance
  - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage  
Owner’s and Contractor’s Protective

- b. Blanket Contractual Liability
  - c. Blanket “X”, “C”, and “U”
  - d. Products/Completed Operations Insurance
  - e. Broad Form Property Damage
  - f. Personal Injury Coverage
- c. Automobile Liability
- a. \$ 500,000 limit of liability
  - b. Comprehensive form covering all owned, non-owned and hired vehicles
- d. Umbrella Liability Insurance
- a. \$1,000,000 limit of liability
  - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
- e. The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor’s operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor’s insurer(s) under this additional insured provision.

**A copy of the City’s standard contract is attached as an exhibit to this RFP. Once the RFP is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.**

**CERTIFICATION OF SPONSOR**  
**DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: \_\_\_\_\_

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

Title: \_\_\_\_\_

**REQUEST FOR PROPOSAL APPLICATION**

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Offeror Name \_\_\_\_\_

Offeror Address \_\_\_\_\_

Offeror Phone \_\_\_\_\_ Email \_\_\_\_\_

The \_\_\_\_\_ (that will be responsible for management of the contract associated with this RFP) is a Legal Entity:

- Individual(s) If multiple, identify
- Corporation
- LLC
- Joint Tenants
- Tenants in Common
- Partnership
- Other (Identify Other) \_\_\_\_\_

If not a Georgia corporation/partnership, state where organized: \_\_\_\_\_

**(Attach current corporation documentation.)**

**Management TEAM**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Members \_\_\_\_\_



**CONFLICT OF INTEREST DISCLOSURE**

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

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2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

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3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

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4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

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(NOTE: Attach additional pages as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

**CERTIFICATE AND ACKNOWLEDGEMENT**

Offeror certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES  NO Delinquent in the payment of taxes due to the City of Stonecrest;
- YES  NO Building or health code violations on property owned that is not being actively abated;
- YES  NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- YES  NO Have any outstanding judgments or debts to the City;
- YES  NO Have no past due loan(s) with the City;
- YES  NO Been subject to a foreclosure within the previous ten (10) years;
- YES  NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- YES  NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFP are true and correct. Unsigned/undated submissions will not be considered.

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE:**

I \_\_\_\_\_ as Authorized Representative for \_\_\_\_\_, hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

**APPENDIX I**

**CITY OF STONECREST CONTRACT AGREEMENT**

**CONTRACT AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF STONECREST AND \_\_\_\_\_ FOR  
REQUEST FOR PROPOSAL NO. 2021-20, JANITORIAL SERVICES**

This Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, **2021**, by and between \_\_\_\_\_ (hereinafter referred to as “Company”), and the **City of Stonecrest, Georgia** (“City”).

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

**WHEREAS**, the City of Stonecrest seeking Proposals for Janitorial Services; and

**WHEREAS**, Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

**1. SERVICES**

Company agrees to render services (the “Services”) to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit “A” specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

**2. COMPENSATION**

a. Fee. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the Proposal, incorporated herein as Exhibit “B”. The full cost of said services shall not exceed \$\_\_\_\_\_ for all the services detailed.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

**3. RELATIONSHIP OF PARTIES**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers’ compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers’ compensation coverage for any individuals assigned to perform the Services for the City.

**4. CONTRACT PERIOD**

The performance period for this contract shall be upon completion of the full scope of work. Contract performance shall begin on the date stated in the contract award letter.

**5. TERMINATION FOR CAUSE AND FOR CONVENIENCE**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. “Default” shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

## **6. COMPENSATIVE IN EVENT OF TERMINATION**

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

## **7. TERMINATION OF SERVICES AND RETURN OF PROPERTY**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

## **8. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Company warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

## **9. CONFLICT OF INTEREST**

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

## **10. PROPRIETARY INFORMATION**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business, and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

## **11. INSURANCE**

Company agrees to defend, indemnify, and hold harmless the City of Stonecrest, its officers, employees, and agents, to the extent allowed by applicable law, from and against any and all third-party claims, losses, liabilities, or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

**12. ASSIGNMENT**

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City’s sole option terminate this Agreement without any notice to Company of such termination.

**13. NOTICES**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

Procurement Department  
Stonecrest City Hall  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

**With copies to:**

City Attorney  
Fincher Denmark, LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

**If to the Company:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.



## **15. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

## **16. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## **17. ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services and is referenced in Exhibit "A". In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

## **18. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Offeror's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror's Proposal.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees and provides certain required affidavits. Any Offeror, subcontractor, or sub-subcontractor of such Offeror or subcontractor, shall also be required to satisfy the requirements set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**City of Stonecrest, Georgia**

By: \_\_\_\_\_

Jason Lary

Title: Mayor \_\_\_\_\_

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

**Approved as to  
form:**

\_\_\_\_\_

City Attorney

**Attest:**

\_\_\_\_\_

City Clerk

**APPENDIX II**

**GEORGIA IMMIGRATION AND SECURITY FORMS**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, \* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_