

# **REQUEST FOR PROPOSALS**

**No. 23-07**

**ROCKDALE COUNTY, GEORGIA**

**May 30, 2023**

## **JANITORIAL/CUSTODIAL SERVICES FOR VARIOUS COUNTY FACILITIES**



**ROCKDALE COUNTY FINANCE DEPARTMENT  
PROCUREMENT OFFICE  
958 Milstead Avenue  
CONYERS, GA 30012  
770-278-7552**

**INTRODUCTION:**

Rockdale County is requesting Competitive Sealed Proposals for the **Janitorial/Custodial Services for Various County Facilities**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

**PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Tina Malone, at [Adrienne.M.Brown@rockdalecountyga.gov](mailto:Adrienne.M.Brown@rockdalecountyga.gov) or the following address:

Rockdale County Finance Department  
Purchasing Division  
Attn: Adrienne Brown  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7557, Fax: (770) 278-8910  
E-mail: [Adrienne.M.Brown@rockdalecountyga.gov](mailto:Adrienne.M.Brown@rockdalecountyga.gov)

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

**PROPOSAL COPIES FOR EVALUATION:**Technical Proposal:

Two (2) hard copies, one (1) original hard copy, one (1) photocopy, and one (1) USB Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

Price Proposal:

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled "Proposal Form". A copy of the Proposal Form must also be included on the USB Flash Drive.

**CONTRACT TERM:**

One year with the option to renew two (2) additional one (1) year periods.

Because this contract contains three (3) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the

contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

#### **DUE DATE:**

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, June 29, 2023.** Proposals received after this time will not be accepted.

#### **EXAMINATION OF SITE(S)**

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required. Contractors **must visually inspect all of the sites and sign the sign-in sheet for these sites** before submitting a proposal. Failure to visually inspect the sites will cause disqualification of proposal. **All site visits MUST be completed on Wednesday, June 14, 2023, by 4:00 P.M., local time.** Site visits must be set up with the Building Maintenance Manager, at (770) 278-7210 OR Dominick Villano, Deputy Director of General Services, at [Dominick.Villano@rockdalecountyga.gov](mailto:Dominick.Villano@rockdalecountyga.gov) or (770) 278-7091.

All bidders will meet and sign the sign-in sheet **Wednesday, June 14, 2023, at 10:00 A.M.** at the Rockdale County Administration Building, located at 958 Milstead Ave., Conyers, GA 30012, Room 106. A bus will transport bidders from site to site.

#### **QUESTIONS AND CLARIFICATIONS:**

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to [Adrienne.M.Brown@rockdalecountyga.gov](mailto:Adrienne.M.Brown@rockdalecountyga.gov) or at the above address no later than **2:00 p.m., local time, on Thursday, June 22, 2023.** It shall be the proposer's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

#### **ADDENDA:**

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

**It is the proposer's responsibility to check the Rockdale County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.**

#### **LOCAL VENDOR PREFERENCE POLICY**

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low

bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities.

The Local Vendor Preference Policy: will  / will not  apply to this RFP.

### **OPEN RECORDS**

The contents of the qualifications will not be made public until after an award and contract has been executed.

### **QUALIFICATIONS OF OFFERORS:**

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

### **DEBRIEFINGS:**

In lieu of Post-Award debriefings, Rockdale County's will provide the "Selection Package" at the time of the Selection Announcement (also referred to as the Announcement of Entering into Negotiations). The "Selection Package" will include the scores of phases for all firms who responded and will typically be provided as a PDF file and e-mailed.

### **FINANCIAL STABILITY**

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

### **SELECTION PROCESS:**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all

proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

#### **EVALUATION CRITERIA:**

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- **Staffing and Availability – Evaluation of the list of personnel specifically assigned to the RFP proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project. Organization and Staffing, evaluation of the workload of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County. (25%)**
- **Experience/Performance – Review of personnel qualifications and experience. Management approach to projects, past performance on projects of similar nature and complexity as the proposed project. Evaluation of client references including but not limited to references submitted in qualification response; overall responsiveness to County's needs. Provider financial capability, qualifications and experience. (35%)**
- **Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. (20%)**
- **Cost – (20%)**

#### **INTERVIEWS**

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.



**INSURANCE:****FIDELITY BOND COVERAGE:**

Precedent to the execution of the Contract and before the starting of any work, the Contractor shall furnish to the County a Certificate of Insurance covering its Fidelity Bond in at least the total amount of this Contract. Surety Company shall be acceptable to the County and licensed to do business in the State of Georgia.

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

<u>Coverages:</u>	<u>Limits of Liability:</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
Professional Liability/General Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia  
958 Milstead Avenue  
Conyers, GA 30012

## **AWARD OF CONTRACT**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

## **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. **The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

## **PIGGYBACKING**

Rockdale County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

## **GENERAL INFORMATION**

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

## **WITHDRAWAL OF PROPOSAL:**

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

## **REJECTION OF PROPOSAL:**

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

## **STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

**NON-COLLUSION AFFIDAVIT:**

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

**INTEREST OF:**

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.



## STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No. **23-07** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
  - i. Federal I.D. #58-6000882
  - ii. Sales Tax Exempt #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

**Summary Narrative:**

Rockdale County is seeking proposals from companies to perform janitorial/custodial services at various county facilities. The county has 3 facilities currently under contract for custodial services that will be included in the initial contract but may also add additional facilities as needed. Bidders shall provide a per facility monthly price for each facility based upon the requirements of this bid.

**Facility Types:**

1. Health care facility:
  - a. Name: Rockdale County Health Department
  - b. Location: 985 Taylor St, Conyers GA 30012
  - c. Size: 14,305 square feet
  - d. Service frequency: 5 days per week – Monday -Friday
  - e. Time: night - after 7pm and completed prior to 6am
  
2. Office facilities:
  - a. Name: DUI Accountability court
  - b. Location: 1161 West Ave, Conyers GA 30012 – Rockdale Plaza shopping center
  - c. Size: 6,000 square feet
  - d. Service frequency: 5 days per week – Monday-Friday
  - e. Time: day – after 8am and completed prior to 5pm
  
  - f. Name: Elections/Extension building
  - g. Location: 1115-1127 West Ave., Conyers GA 30012
  - h. Size: 18,000 square feet
  - i. Service frequency: 5 days per week – Monday- Friday
  - j. Time: day – after 8am and completed prior to 5pm

\*\*\*Alternate: provide square foot price option for 5 days per week, Monday thru Friday
  
3. Other facilities:
  - a. See attached Rockdale County Building List for additional facilities that may be added to the scope of work during the term of the contract
  - b. Pricing shall be provided per facility based upon a service for 5 days per week either during daytime hours or during nighttime hours per county request.

**General Requirements:**

1. Respondents shall be capable of providing the highest quality level of service, performed by personnel who are trained to provide the janitorial/cleaning services proposed.
2. As needed, keys to facilities and identification badges will be issued by Rockdale County and shall not be duplicated. All keys or other access devices shall be surrendered upon request from Rockdale County.
3. Contractor & Company is required to provide evidence of a valid State of Georgia Business License
4. Contractor is required to provide evidence that you meet the Rockdale County Government Insurance Requirements

5. Contractor is required to provide a reference list of clients that have a current contract for services with their company. In addition, contractor is required to complete the attached "Contractor Qualification Statement and Questionnaire."
6. Contractor shall provide own staff and not subcontract this work to another company.
7. Contractor shall submit the company safety program and a drug testing program and all employees must be drug-free and able to pass a background check. Contractor shall provide background checks prior to start of service to the county.
8. Contractor to provide evidence of a current Hepatitis "B" inoculation of all persons involved in work at the health facility.
9. The entity responsible for fulfilling this agreement shall be identified in the proposal response.
10. Personal items of Rockdale staff should not be moved about. Desktops should not be dusted unless 100% free of all paperwork, files, folders, etc.

### **Custodial Supplies and Equipment:**

1. Contractor shall provide their own cleaning equipment. To include vacuum cleaners and extension cords.
2. For Health Care facilities, Contractor shall provide their own cleaning supplies, including chemicals.
3. For office facilities, Rockdale County shall provide cleaning supplies, including chemicals.
4. For all facilities, Rockdale County shall provide all paper products, trashcan liners, soap for dispenser, and other disposables.
5. All cleaning mops/brushes shall be washed with cleaner disinfectant and rinsed in clean water, then hung to dry.

### **Custodial Operating Procedures:**

#### Health Care Facilities:

1. Clean all entry and exit areas.
  - a. Clean all perimeter indoor and outdoor entrances and exits
  - b. Clean all glass store front windows and doors inside and outside.
  - c. Sweep all outdoor door entrances and exits/sweep and mop all indoor entrances/exits
  - d. Empty all outside trash cans and clean around them
2. Hallways/Restrooms
  - a. Dust all chair railings weekly
  - b. Dust all base boards weekly
  - c. Sweep and mop all tiled hallway flooring/vacuum all carpeted hallways
  - d. Sweep and mop all restrooms/clean all restrooms thoroughly
  - e. Remove all trash from restrooms
  - f. All restrooms are stocked properly (toilet tissue, paper towels, soap, seat covers, etc.)
  - g. Remove cobwebs from corners
  - h. Clean glass window weekly
  - i. Dust window seals weekly
3. Conference rooms

- a. Wipe and dust table
  - b. Wipe off chairs
  - c. Floor vacuumed
  - d. Chair railings and base boards dusted weekly
  - e. Trash removed
4. Breakrooms
- a. Wipe down tables
  - b. Sweep and mop floors
  - c. Trash removed
  - d. Counters wiped
  - e. Chair railings and base boards dusted weekly
  - f. Dust window seals weekly
5. Large Waiting Room
- a. Sweep and mop all flooring/vacuum areas where needed
  - b. Remove all trash
  - c. Chair railing and base boards dusted weekly
  - d. Dust window seals weekly
  - e. Clean any glass windows weekly
  - f. Remove cobwebs from corners
  - g. Wipe down any tables as needed
  - h. Dust furniture weekly
  - i. Wipe down all chairs
6. Sub Waiting Room
- a. Sweep and mop all flooring/vacuum areas where needed
  - b. Remove all trash
  - c. Chair railing and base boards dusted weekly
  - d. Clean any glass windows weekly
  - e. Remove cobwebs from corners
  - f. Wipe down any tables as needed
  - g. Dust furniture weekly
  - h. Wipe down all chairs
7. Offices/Private Restrooms
- a. Offices will need to be vacuumed/sweep and mop where needed
  - b. Windows seals dusted weekly
  - c. Windows cleaned weekly
  - d. Dust furniture (*bookcases/end tables/tops of file cabinets/desk/computers*)
  - e. Trash removed
  - f. Chair railing and base boards dusted weekly
  - g. Empty shredders
  - h. Remove cobwebs from corners
  - i. Sweep and mop restrooms/ restrooms cleaned and restocked
- \*\*\* Dusting of furniture will be done only after any important or sensitive information, personal effects have been removed\*\*\*
- \*\*\* All window blinds will be dusted weekly\*\*\*
- \*\*\* All trash cans will be cleaned and wiped down on the inside weekly\*\*\*
- \*\*\* Floor drains will need to be treated monthly\*\*\*
8. Labs
- a. Sweep and mop all floors daily
  - b. Wipe down all chairs
  - c. Empty all trash cans and biohazard containers
  - d. Clean base boards
9. Exam Rooms
- a. All exams room must be swept and mopped daily
  - b. Empty all trash cans

c. Base boards cleaned and dusted weekly

Office/Banquet/Auditorium Facilities:

1: Clean all entry and exit areas.

- Clean all perimeter indoor and outdoor entrances and exits
- Clean all glass store front windows and doors
- Sweep all outdoor door entrances and exits/sweep and mop all indoor entrances/exits
- Empty all ash trays
- Empty all outside trash cans
- Pick up any loose trash outside of any entrance or exit areas
- Clean and dust all vents monthly

2: Hallways/Restrooms/Stairwells

- Dust all chair railings weekly
- Dust all base boards weekly
- Sweep and mop all tiled hallway flooring/vacuum all carpeted hallways
- Sweep stair wells (mop when needed)
- Tops of stall walls and mirrors need to be wiped down weekly
- Dust vents and above light fixtures over sinks
- Clean mirrors
- Clean sinks
- Clean toilets
- Clean urinals
- Clean counter tops, changing stations
- Clean stainless fixtures
- Sweep and mop all restrooms
- Remove all trash from restrooms
- All restrooms are stocked properly (toilet tissue, paper towels, soap, seat covers, etc.)
- Clean drinking fountains
- Remove cobwebs from corners
- Clean glass window weekly
- Dust window seals weekly
- Clean and dust all vents monthly

B: Conference rooms/Breakrooms/Dining Areas

- Conference rooms will need to be checked and cleaned
  - Wipe and dust table
  - Wipe off chairs
  - Floor vacuumed
  - Chair railings and base boards dusted weekly
  - Clean and dust all vents monthly
  - Trash removed
- Breakrooms
  - Wipe down tables
  - Clean and dust all vents monthly
  - Sweep and mop floors
  - Trash removed
  - Counters wiped
  - Chair railings and base boards dusted weekly
  - Dust window seals weekly
- Dining Area (Senior Services)

- Sweep and mop all flooring
- Remove all trash
- Wipe down tables
- Chair railing and base boards dusted weekly
- Clean and dust vents monthly
- Tray return/trash receptacle will be cleaned daily

#### C: Common Areas/Auditorium

- Common Areas
  - Sweep and mop all flooring/vacuum areas where needed
  - Remove all trash
  - Chair railing and base boards dusted weekly
  - Dust window seals weekly
  - Clean and dust all vents monthly
  - Clean any glass windows weekly
  - Remove cobwebs from corners
  - Wipe down any tables as needed
  - Dust furniture weekly
- Auditorium
  - Sweep and mop all floors/vacuum all floors
  - Chair railing and base boards dusted weekly
  - Behind stage floors swept and moped/restroom cleaned and stock
  - Sweep and mop all rest rooms
  - Restrooms cleaned thoroughly and restocked
  - Remove all trash
  - Remove any loose trash from pews
  - Sweep stair wells (mop when needed)
  - Sweep and mop upstairs
  - Remove cobwebs from corners
  - Sweep stage as needed

#### D: Offices/Private Restrooms

- Offices will need to be vacuumed/sweep and mop where needed
- Windows seals dusted weekly
- Windows cleaned weekly
- Dust furniture (bookcases/end tables/tops of file cabinets/desk/computers)
- Clean and dust vents monthly
- Trash removed
- Chair railing and base boards dusted weekly
- Dust tops of cubicles weekly
- Empty shredders
- Remove cobwebs from corners
- Sweep and mop restrooms/ restrooms cleaned and restocked.

\*\*\* For private restroom please refer to section on restrooms page one \*\*\*

\*\*\* Dusting of furniture will be done only after any important or sensitive information, personal effect have been removed\*\*\*

\*\*\* All window blinds will be dusted weekly\*\*\*

\*\*\* All trash cans will be cleaned and wiped down on the inside weekly\*\*\*

\*\*\* Floor drains will need to be treated monthly\*\*\*



**Required Daily Re-Supplying**

- Soap dispensers
- Paper towel dispensers
- Toilet paper holders
- New trash bags

**Right to Seek a New Proposal**

**Rockdale County reserves the right to receive, accept, or reject any and all proposals for any, or all, reasons.**

Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Rockdale County.

In comparing the responses to this RFP and making awards, Rockdale County may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

## PROPOSAL FORM – RFP #23-07

Instructions: Complete all THREE parts of this bid form.

### PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

1	<b>Rockdale Health Dept – cost per month, 5 days per week</b>		\$
2	<b>DUI Accountability Lab</b>	per month, 5 days per week	\$
3	<b>Elections/Extension</b>	per month, 5 days per week	\$
4.	<b>Administrative Offices</b>	per month, 5 days per week	\$
5		per month, 5 days per week	\$
6	<b>HR/ Tax Assessor</b>	per month, 5 days per week	\$
7	<b>CE Steele Community center</b>	<b>On call as needed</b>	\$
8	<b>Portman Drive – Suites ABC/DE/J</b>	per month, 5 days per week	\$
9	<b>2570 Old Covington Hwy</b>	per month, 5 days per week	\$
10	<b>Gees Mill Treatment office</b>	per month, 5 days per week	\$
11	<b>Tatum Rd Central Office</b>	per month, 5 days per week	\$
12	<b>Quigg Plant Admin Office</b>	per month, 5 days per week	\$
13	<b>Portman Drive – Suite GH</b>	per month, 5 days per week	\$
14	<b>RWR Customer service center</b>	per month, 5 days per week	\$
15	<b>Rockdale Courthouse</b>	per month, 5 days per week	\$

16		per month, 5 days per week	\$
17		per month, 5 days per week	\$
18	<b>Magistrate/Probate Court</b>	per month, 5 days per week	\$
19	<b>Public Defender/DA</b>	per month, 5 days per week	\$
20	<b>Tax Commissioner</b>	per month, 5 days per week	\$
21	<b>Stormwater</b>	per month, 5 days per week	\$
22	<b>Planning and Development</b>	per month, 5 days per week	\$
23	<b>E911</b>	per month, 5 days per week	\$
24	<b>Fire Headquarters</b>	per month, 5 days per week	\$
25	<b>Senior Center</b>	per month, 5 days per week	\$
26	<b>Johnson Park Rec Center</b>	per month, 5 days per week	\$
27	<b>Rockdale Tennis Center</b>	per month, 5 days per week	\$
28	<b>Costley Mill Banquet Center</b>	<b>On call as needed</b>	\$
29	<b>Rockdale Auditorium</b>	<b>On call as needed</b>	\$
30	<b>JP Carr Community Hall/restrooms</b>	per month, 5 days per week	\$

**PART II: Addenda Acknowledgements (if applicable)**

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

**PART III: Vendor Information:**

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

## Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor 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 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor 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 Contractor

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

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

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

### 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

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



## Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attest 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 Sub-Subcontractor

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

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

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

### Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Signature of Applicant:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

\*

\_\_\_\_\_  
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My commission Expires:

**\*Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

\_\_\_\_\_

## CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: \_\_\_\_\_

### I. INSTRUCTIONS

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

### II. GENERAL BACKGROUND

- A. Current address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- B. Previous Name or address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- C. Current president or CEO and years in position: \_\_\_\_\_
- D. Number of permanent employees: \_\_\_\_\_
- E. Name and address of affiliated companies: \_\_\_\_\_  
\_\_\_\_\_

### III. FINANCIAL STATUS

- A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

2. YEAR PRIOR TO "1" ABOVE:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

3. YEAR PRIOR TO "2" ABOVE:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

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

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

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

C. BONDING

1. What is the Contractor's current bonding capacity? \_\_\_\_\_

2. What is the value of the Contractor's work currently under contract? \_\_\_\_\_

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

**Project #1:**

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Project: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Owner contact info: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer contact info:  
(if applicable) \_\_\_\_\_  
\_\_\_\_\_

**Project #2:**

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Project: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Owner contact info: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer contact info:  
(if applicable) \_\_\_\_\_  
\_\_\_\_\_

**Project #3:**

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Project: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Owner contact info: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer contact info:  
(if applicable)

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**V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS**

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? \_\_\_\_\_

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? \_\_\_\_\_

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? \_\_\_\_\_

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? \_\_\_\_\_

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? \_\_\_\_\_

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? \_\_\_\_\_

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

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**VI COMMENTS**

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

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I certify to the Owner that the information and responses provided on this Questionnaire are true,



accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature

Notary Public

My Commission Expires:

**SAMPLE**  
**GENERAL JANITORIAL/CUSTODIAL SERVICES AGREEMENT**  
**AT VARIOUS COUNTY FACILITIES**

*The County reserves the right to make any revisions to this Agreement.*

THIS AGREEMENT (the "Agreement") entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, between \_\_\_\_\_, a \_\_\_\_\_ Corporation whose address is \_\_\_\_\_ (hereinafter "Contractor") and Rockdale County, Georgia, a political subdivision of the State of Georgia, 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter "County"); and

WHEREAS, the County desires to engage the services of Contractor to perform general janitorial/custodial services at various County facilities; and

WHEREAS, Contractor is qualified to perform this service and desires to render general janitorial/custodial services to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

**1. SCOPE OF SERVICES.** Contractor shall furnish all products, tools, equipment, skill and labor of every description necessary to carry out and to complete in a good firm, substantial workmanlike matter for general janitorial/custodial services at various County facilities, (hereinafter "Work"), in accordance with the County's Request for Proposals (RFP) No. 23-07, and amendments, incorporated herein by reference, (hereinafter "Work"), and as described in Contractor's proposal dated \_\_\_\_\_, attached hereto and made a part hereof, and hereinafter referred to as the "Services". Contractor shall provide, at their expense, all vehicles, supplies, and equipment necessary to provide these Services. These Services shall be performed at the direction of the Director of the Rockdale County General Services Department or his designee and consistent with all federal, state, and local laws.

The Contract Documents, RFP and Proposals are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner by the County.

Contractor acknowledges that the County has the option to add additional facilities to the scope of work as needed during the term of this contract.

Prior to the start of cleaning any building, the County will issue a written Notice to Proceed (NTP) per building to Contractor. No work is to start until Contractor receives the NTP.

Rockdale County reserves the right to request that regular cleaning products be used instead of the "Green Cleaning" products.

**2. PAYMENT.** The County shall pay to Contractor a monthly fee for the work provided under this agreement, as set forth in Contractor's Proposal, (hereinafter "Proposal"). Only buildings with a NTP will be paid a monthly fee.

Contractor shall submit monthly invoices to County in a format acceptable by the County. The amount billed in each invoice shall be calculated as set forth in the Proposal. The County shall endeavor to

make payment to Consultant within thirty (30) days from receipt of invoice.

**3. PERFORMANCE OF SERVICES.** The manner in which the services are to be performed, and the specific hours to be worked by Contractor shall be determined by Contractor. The County will rely on Contractor to work as many hours as may be necessary to fulfill Contractor's obligations under this Agreement for the fee provided in Section 2 of this Agreement.

**4. DEFAULT AND TERMINATION.** Failure to substantially perform the Services or fulfill obligations set forth hereunder shall constitute material default. Where either party believes there is a material default by the other party, the party claiming such default shall give written notice of the default to the other party within 15 days. The defaulting party shall have a reasonable time in which to correct or cure the default, provided, however, that such default shall be cured within 15 days unless otherwise agreed upon by the parties.

Should either party materially default in the performance of any provision of this Agreement and fail to cure such default as provided herein, the other party shall be permitted to terminate this Agreement with 15 days written notice to the other party hereto. Termination of this Agreement shall not constitute waiver of any other remedy either party may have hereunder.

**5. TERM/TERMINATION.** The initial term of this Agreement shall be for a twelve (12) month time period beginning from the date of execution by all parties. The parties may agree to renew this Agreement for a two (2) additional twelve month periods renewable each year under the same terms and conditions as the original Proposal, unless and until terminated as provided below.

Either party, upon giving thirty (30) days written notice, may terminate this Agreement at any time without cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this Agreement.

Upon such termination, Contractor shall be entitled to collect only the outstanding fees incurred based upon the work completed as the day of termination. In the event of termination, Contractor shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within twenty (2) days of receipt thereof.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to the County and not an employee of the County.

**7. INDEMNIFICATION.** Contractor agrees to hold harmless and indemnify County, its Directors, Officers, and employees from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons or damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation and defense thereof, to the extent caused by a negligent act, error or omission of Contractor, or as a result of defective services under this Agreement.

**8. INSURANCE.** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described in the Request for Proposals (RFP) No. 23-07 from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. The certificate of insurance must also include Fidelity Bond coverage.

**9. ASSIGNMENT.** The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

**10. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the County:

Rockdale County Board of Commissioners  
 Attn: Tina Malone, Procurement Officer  
 P.O. Box 289  
 Conyers, Georgia 30012  
 770-278-7552, [tina.malone@rockdalecountyga.gov](mailto:tina.malone@rockdalecountyga.gov)

IF for Contractor:

Attn: \_\_\_\_\_

\_\_\_\_\_

Phone- \_\_\_\_\_ Email - \_\_\_\_\_

**ENTIRE AGREEMENT.** This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

**12. CORPORATE AUTHORITY.** Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

**13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**14. SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OR CONTRACTUAL RIGHT.** The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. FURTHER ASSURANCES.** The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and

documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

**17. INTERPRETATION.** Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

**18. VENUE & JURISDICTION.** The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

**19. APPLICABLE LAW.** This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

TBD

ROCKDALE COUNTY, GEORGIA

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

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

Osborn Nesbitt, Sr., Chairman

\_\_\_\_\_  
Name/Title (Typed or Printed)

\_\_\_\_\_  
Federal Tax I.D. Number

Witness:

Attest:

\_\_\_\_\_  
Jennifer Rutledge, Executive  
Director/County Clerk

Approved as to form:

\_\_\_\_\_  
M. Qader A. Baig, County Attorney

## REFERENCES

**Instructions:** Type or clearly print all information.

**Reference #1**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

**Reference #2**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

**Reference #3**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SUBCONTRACTORS

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## PROPOSAL CHECKLIST

\_\_\_\_\_ **TWO (2) HARDCOPIES (one (1) original, one (1) photocopy), and ONE FLASH DRIVE (containing a copy of the Proposal and the Price Proposal in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

\_\_\_\_\_ **Proposal Form (See Page 16-18)**

\_\_\_\_\_ **Proposal Item Table (See Page 16-18)**

\_\_\_\_\_ **References -OR- Contractor's Qualifications Statement & Questionnaire (See Pages 23-27 & 32-33)**

\_\_\_\_\_ **Subcontractors (See Page 21 & 34)**

\_\_\_\_\_ **Any Proposed Deviations from the Required Scope of Work, Including Necessary Explanations and Conditions**

\_\_\_\_\_ **All Applicable Affidavit Forms (See Pages 19-22)**

\_\_\_\_\_ **Proof of Business License**

**The purpose of this checklist is to remind proposers of the documents generally required for the proposal submittal. It is the proposer's responsibility to include additional documents requested in the proposal that may not be shown on the checklist.**