



**DeKalb County
Department of Purchasing and Contracting**

December 9, 2019

REQUEST FOR PROPOSALS (RFP) NO. 19-500529

FOR

COMMERCIAL JANITORIAL SERVICES

Procurement Agent: Jennifer Schofield
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Mandatory DeKalb First LSBE Meeting: **December 11, 2019 and December 18, 2019**
(Bidders must attend 1 meeting on either of the dates listed.)
4572 Memorial Drive, Decatur, Georgia 30032
Main Conference Room - A
(Meetings are held at 10:00 a.m. and 2:00 p.m.)
Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"

Pre-Proposal Conference Meeting: **Thursday, December 19, 2019 @ 10:00 AM ET**
Maloof Auditorium
1300 Commerce Drive
Decatur, GA 30030

Deadline for Submission of Questions: 5:00 P.M. ET, December 27, 2019
Deadline for Receipt of Proposals: 3:00 P.M. ET, January 16, 2020

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.



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DeKalb County
Department of Purchasing and Contracting
Maloo Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

December 9, 2019

REQUEST FOR PROPOSAL (RFP) No. 19-500529

FOR

Commercial Janitorial Services

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in janitorial/custodial services to submit proposals for Commercial Janitorial Services.

I. INTRODUCTION

- A. **General Information** - The scope of work of this contract shall include complete Commercial Janitorial Services for DeKalb County Facilities, which are listed within this contract. **It shall be the contractor's responsibility to verify all cleanable square footage per facility.** Days and hours for cleaning of each building may be modified at the County's discretion throughout the life of this contract. The County reserves the right to add or delete facilities as deemed necessary during the term of the contract.

The successful respondent shall provide for the development, management, monitoring, and provision of high quality commercial janitorial/cleaning/custodial services and Day Porters at various County facilities. The work will be performed at the facilities listed except any added/deleted during the life of this contract. The successful respondent shall furnish all janitorial services, including but not limited to: labor, materials, cleaning supplies, restroom supplies (including soap, toilet seat covers, toilet tissue, paper towels, and any other supplies as deemed necessary for the completion of the duties outlined in this solicitation) and equipment necessary to provide the highest quality of commercial janitorial services at these facilities.

The buildings where the work is to be performed are occupied by DeKalb County officials, employees and are visited daily by persons conducting business with the County. For the protection of the buildings and equipment and facilitation of business conducted therein, unsatisfactory work performance will not be acceptable. Work that is unsatisfactory will be called to the attention of the Contractor's Supervisor and he or she will be required to have the areas in question cleaned in the time frames specified by the County representative. The steps taken to improve overall results in the future will be reported to County Representative in the monthly

status report. If the level of cleaning is at any time considered to be unacceptable to the County, the Contractor will be required to increase his or her staff or take whatever measures are necessary to meet the contract specifications at no additional expense to the County. Failure by the Contractor to comply with such requests will result in the corrective work being performed by others and the cost charged to the Contractor or in the termination of the contract, or both, as provided elsewhere herein. See Deficiency Reporting and Non-Performance under Section 4, Performance and Quality Standards.

It is highly recommended that respondents visit all facilities on which they are proposing before submitting a proposal. Failure to make such a visit will not relieve proposer of the responsibility to: 1) submit a complete response in proper form, or 2) properly clean a facility if awarded.

Any remarks or apparent errors in the specification or exceptions taken to the content of the specification must be clearly presented by the responder as an attachment titled "Remarks and Exceptions". Failure to do so is an agreement by the proposer that they accept the terms and conditions of the specifications as written.

- B. **Qualifications/Experience**: To be considered for this contract, Contractor(s) must have sufficient experience in the Janitorial/Facilities Maintenance field. Evidence that Contractor has the required experience providing janitorial services by submitting references from at least three (3) customers where the vendor is currently providing or has provided janitorial services for at least three (3) years from the date of proposal submission. Contractor's references must also demonstrate that janitorial services have been provided during concurrent time periods within the past three (3) years, for facilities which singularly (one building) or in the aggregate (various buildings), are similar in size and scope to the facilities outlined in this solicitation. Only Contractor(s) who, in the opinion of the County, are sufficiently experienced with the response requirements listed, and are reputable to satisfactorily perform the required work to completion, will be considered for award.

The Successful Respondent must be prepared to fully assume responsibilities of this contract and begin cleaning facilities within 10 days after issuance of Notice to Proceed (NTP).

Georgia Criminal Investigation Checks (GCIC and) and National Criminal Investigation Checks (NCIC) must be conducted by the Contractor at Contractor's expense on all employees, including sub-contractors, assigned to clean County Facilities. The GCIC must be completed and forwarded to the designated County representative for review and approval prior to the start date of the contract. No employee may work at any County Facility prior to the approval of the GCIC results. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employees on this contract.

C. **Definitions:**

1. **County Representative** – for this contract Director of Facilities Management or their designee
2. **Days** – “Days” shall mean calendar days.
3. **As Necessary** – Whenever needed as determined by the County Representative.
4. **Daily** – Required each day the facility is opened to the public. If required more than one time per day, indicate number of times, (e.g., “3 x Daily” for three time each day)
5. **Weekly** – The task will be performed once each week. If required more than one time per week (but less than daily) indicate number of times. (e.g. “2 x Weekly” or “2/Week” if task is to be done twice a week). If task will be done on specific days (s) of the week, this will be detailed in the final work schedule as agreed with the County Representative.
6. **GCIC**- Georgia Criminal Investigation Checks
7. **Germicide/Germicidal Solution**: A substance or agent that kills germs, especially pathogenic microorganisms; a disinfectant
8. **NCIC**- National Crime Information Center
9. **Joint Review** A committee consisting of executive management for both DeKalb County and the Contractor, or any other members thereof who are empowered to make decisions on behalf of the County and Contractor.
10. **Bi-Monthly**: The task will be performed twice each month.
11. **Monthly**: The task will be performed once each month. If required more than once per month (but less frequently than every week) indicate number of times per month. (e.g. "2 x Monthly" or "2/Month" if task is to be done twice a month.
12. **Quarterly**- The task will be performed once during every three –month period.
13. **Yearly**- The task is to be performed once during the contract year at time to be agreed with by the Contract Administrator. (“2 x Yearly” would mean semi-annually. “3/Year” would mean every four months”).
14. **Multi-term contracts** - a contract executed for a specific period with the option to renew for additional periods of time.
15. **NTP** – Notice to Proceed
16. **Germicide/Germicidal Solution**: A substance or agent that kills germs, especially pathogenic microorganisms; a disinfectant.

17. CQCP: Comprehensive Quality Control Plan (Section K)

D. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed - Pages 34-38)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit*	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
New Employee Tracking Form	I
Exceptions to the Standard County Contract, if any	

E. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed in accordance to the contract term stated herein.

F. The County reserves the right to make one (1) award or multiple awards.

II. SCOPE OF WORK

A. GENERAL REQUIREMENTS AND PERFORMANCE STANDARDS

The County reserves the right to require performance and quality standards and to inspect all services, equipment, materials, and supplies furnished in the performance of the contract at any and all times provided in each County facility.

The vendor is expected to use quality workmanship, quality equipment, materials and supplies for the completion of all contracted janitorial obligations. The vendor shall be responsible for careless workmanship. Current and Best Management Practices of the building cleaning industry are required with regards to sanitation, housekeeping, safety and public relations and customer services. These standards are set forth in Sections I herein.

Vendor shall furnish all shipping, materials, transportation, insurance, tools, machinery, apparatus, equipment, technical knowledge, expertise, supervision, management, labor, service and all things needed to provide Janitorial Services for DeKalb County in accordance with Minimum Specifications, including but not limited to:

1. All supplies and materials used for this contract are to be environmentally safe.
2. All supplies and materials shall be such quality, quantity, and size to assure satisfactory results for its intended use by DeKalb County.
3. Detergents shall be PH neutral and shall contain no animal fats, fish oils resins or abrasives.
4. The Contractor shall submit Material Safety Data Sheets (MSDS) for all materials and supplies used during the life of this contract. The County reserves the right to approve the use of all supplies offered by the Contractor.
5. Vendor will provide all labor, supervision, equipment materials, supplies, tools etc. as required for undertaking custodial services for the facilities under the contract.
6. Vendor will provide all cleaning materials and equipment to be used by the vendor are to be supplied and maintained by the vendor at its sole cost and expense.
7. DeKalb County shall furnish adequate storage space, janitorial closets, general lighting, typical electrical service and typical space conditioning and ventilation. These areas must be kept clean and organized by the vendor's assigned employees and are subject to random inspection by the Facilities Management Supervisor.
8. Vendor will provide paper towels, toilet paper, soap and various sizes of trash bags.
9. At no time will bleach be allowed for use as a cleaning agent.
10. A copy of the vendor's Safety Data Sheets (SDS) binder will be presented to the Facilities Management Department. All floor cleaning procedures must begin with adequate sweeping, dust mopping or vacuuming of floors. No dust mop treatment will be used due to slip and fall possibility.
11. All cleaning chemicals shall have UL approved label.
12. Restrooms will be stocked by the Day Porters as they police and monitor the facility restrooms.
13. Any change or addition to original chemical list must be presented in the form of the new SDS to the Facilities Management Supervisor. Vendor will use an odor control counteractant with live enzymes for restroom floor cleaning and urinals. Employees are to be properly trained on the application of this product and all products used. Disinfectants will always be kept on site for appropriate use by employees.
14. Vendor must have Mops and Mop Buckets designated and properly labeled and/or color-coded to distinguish their use only for restroom cleaning and not for use to clean all other areas (i.e., red for restrooms, blue or green for all other areas).
15. Vacuum cleaners, extension dusters, microfiber cloths, plungers, dust pans, lobby brooms, toilet bowl mops/brushes, gloves, eye protection, etc. should be stocked on each workers cart or barrel daily and for daily use.
16. Vendor is expected to provide Chemical dilution stations to properly mix chemicals and provide proper training on how to use these and all chemicals used for executing the obligations of the contract.

B. BONDS & INSURANCE

Fidelity Bond (Employee Dishonesty) coverage in an amount not less than \$50,000.00 is required, from the successful contractors. Surety Company shall be acceptable to DeKalb County. The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement

- forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:
DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or

retentions included on the certificate of insurance.

C. DEFICIENCY REPORTING

If a cleaning-related deficiency is noted, the County Representative will notify the Contractor immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The County Representative will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.

Failure to provide service on the scheduled day will result in a percentage deduction of the daily rate based on the total of items graded as "not done" by the onsite evaluator or by DeKalb's Facilities representative.

The Contractor shall provide a written response to the County Representative no later than two (2) days prior to the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent the occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the County's Representative and the Contractor to ensure a complete resolution. Failure to submit written responses may result in an adverse Performance Report and may be considered as "Non-Performance".

When a deficiency in a "periodic service" will not be corrected within the time period stipulated by the County Representative, the Contractor must, within two working days, correct the deficiency. The County Representative will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly. If deemed an acceptable corrective action and/or time frame by the County Representative, the Contractor shall submit a report when the corrective action has been completed. If the County Representative determines this response is unacceptable, the County shall follow the steps in this bid document relating to non-performance.

The Contractor will be allowed to redo a service upon notification. However, the County reserves the right to consider any required repeat service as a failure to perform. The County representative will determine when the level of service has progressed to an unsatisfactory level.

An officer of the company shall be available to meet in person within 48 hours of notification.

D. NON-PERFORMANCE

If a deficiency is not properly addressed within the correction period given or if the same problem recurs, the County will withhold a portion of the payment. Failure of the Contractor to address the same infraction after three (3) Deficiency Notices will be grounds for the county to pursue a cure through the Performance Bond.

Any decision to invoke the penalties delineated in this section will be made solely by the Director

of the Facilities Department or a designated representative thereof. No monies, exceeding \$1,000.00, will be withheld without prior written notification to the Contractor by the Director of the Facilities Department of DeKalb County. The Contractor has three (3) working days to respond in writing to the notification and provide an explanation of actions taken to eliminate the problem and avoid reoccurrence. Failure to respond to the written notification can be grounds for termination of the contract. The written response must include verification and documentation of the Contractor's adherence to the QC Plan and will be subject to evaluation and modification by the County to meet the County's needs.

Back charges---Corrective Actions by County or its' Designated Representative.

If, under the provisions of this Contract, Contractor is notified by the County Representative to correct defective or nonconforming work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, the County Representative may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and back charge Contractor for the costs incurred. Furthermore, if the County Representative agrees to or is required to perform work for Contractor, such as cleanup, or completion of incomplete work, the County Representative may, upon written notice, perform such work by the most expeditious means available and back charge Contractor for the costs incurred.

- The cost of back charge work shall include: (1) Incurred labor costs including all payroll additives; (2) incurred net delivered material costs; (3) incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action; (4) equipment and tool rentals at prevailing rates in the Jobsite area; and a factor of thirty-five percent (35%) applied to the total of items 1 through 4 mentioned above for overhead, supervision and administrative costs.
- If a Day Porter fails to report to work for all or part of a scheduled assignment, a deduction will be made at the hourly rate, (Administrative Charges may be added if necessary). If a County Employee/County Representative is utilized in their absence, then a deduction of their pay rate shall be made for appropriate back charges.
- Contractor's failure to properly perform "Daily" tasks will be penalized by withholding the appropriate amount of money from the relevant invoice along with the appropriate back charges. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good along with the appropriate back charges, if any.

E. DAMAGE, THEFT, ILLEGAL OR INAPPROPRIATE CONDUCT

The vendor shall be responsible for repairing or replacing, to the satisfaction of DeKalb County, any damage caused by any willful or negligent act of its employees or subcontractors. The vendor is also liable for any theft committed by its employees or subcontractors. DeKalb County reserves the right to remove the vendor from any site based on the severity of the acts committed by the vendor's staff.

The contractor shall be responsible for any and all damages to property, or equipment which may

result from services performed under this contract or claim for damages or injury to persons.

F. SAFETY AND SECURITY

The safety and welfare of our citizens and the security of all facilities is a top priority throughout DeKalb County. Therefore, it is essential that all contracted personnel receive a GCIC and be easily identifiable as a contract employee. Contractor is to ensure that all staff members are issued uniforms which display the company logo and company ID badges. Badges should have the employees, name, photo and position title and be worn at all time while on County property. The badge shall always be worn in a clearly visible manner when working in County facilities. If a contracted employee, who has been issued an ID, is found to not have the ID in their possession while working at a County facility or bring relatives/unauthorized personnel in any County Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:

1. First Occurrence - Written warning; temporary removal from the building until the proper ID is retrieved, removal of unauthorized personnel, and \$50 fine assessed to the Contractor.
2. Second Occurrence - Written warning to Contractor stating that the offender is not allowed to work on County property and \$100 fine assessed to the Contractor. Also, the County may exercise its option to offer the affected facility(s) to the next highest scoring vendor if it is considered to be in the best interest and safety of the County.
3. Contractor's employees shall wear uniforms and display photo identification badges during all times the employees are in the County buildings or on County Property.

Contractor shall identify the names of the employees who serve each building. Contractor shall not change the employees without prior approval of the Facilities Management Department.

Weapons

Guns, knives or any other recognized weapons or any tools or instruments intended for use, as weapons are not allowed upon County property. Possession of a weapon on the grounds or property of DeKalb County Government, regardless of whether the weapon is on the person of the employee or in a location of the employee's knowledge, shall be cause for the immediate removal of the employee from County property and from any further work under this contract.

Alcohol and Drugs

1. Possession and/or use of alcohol, tobacco or illegal drugs are prohibited on County property. Being under the influence of illegal drugs and alcohol, while on County property or grounds, is prohibited. Violation of this provision shall be cause for the immediate removal of the employee from County property and from any further work under this contract.
2. Use or possession of legally prescribed or over-the-counter medication is not prohibited. However, the vendor is cautioned to closely monitor and supervise employees taking medication, such that they will not endanger themselves or others by being unable to

work effectively and safely, while under the medication.

G. PERSONNEL

1. The vendor is solely responsible for all matters concerning the recruitment, performance and retention of their employees and as they are assigned to DeKalb County facilities. Vendor must comply with all federal, state and local laws, ordinances and regulations regarding employment, immigration, nondiscrimination, compensation, taxation, benefits, etc.
2. All vendors' subcontractors must be equally qualified and completely understand the scope of work and term of the contract.
3. Only persons who have received the proper screening and training prior to employment will be allowed to be assigned duties under this contract. Vendor must provide acceptable background information and written documentation of their Training Program to the Director of the DeKalb County Facilities Management Department and to be retained at the same department accordingly.
4. All evening shift employees of the vendor are responsible for securing areas of the building to which they are assigned. Vendor should assign a site or area supervisor to confirm that all daily requirements are being met and to ensure that all employees are aware of responsibilities regarding the securing of interior and exterior doors of the respective and contracted County facilities.
5. Contractor's employees shall wear uniforms which always display the company name and display photo identification badges the employees are on County property.
6. Contractor shall identify the names of the employees who service each building. Contractor shall not change the employees without prior approval of the County Representative. Vendor is required to notify the County's Director of Facilities Management or Supervisor, within 24-48 hours, for any and all staff changes. The vendor shall notify this same County staff by phone with a written follow-up notice by e-mail.
7. At all times, all contractors' employees shall maintain a courteous and respectful attitude towards all building occupants and County staff. Vendors employees are expected to exhibit professional, courteous conduct and an appropriate appearance at all times. Flirtatious behavior, soliciting monies, names, addresses and other such inquiries will be cause for the employee to be removed from the County premises.
8. County reserves the right, through written request, to remove any employee who violates the requirements of this contract or for unsatisfactory service.
9. The Contractor shall maintain consistent adequate staffing to provide satisfactory custodial services. If at any time inadequate staffing is maintained, the Contractor shall increase staffing immediately.
10. The Contractor shall employ only qualified people who are skilled in performing janitorial type

work and will require satisfactory personnel references of all present and prospective employees. All employees shall have a minimum of one-year janitorial experience. Successful contractor is required to do background checks on all employees. The Contractor shall not assign persons, to perform the requirements for completion of the contract, who has a criminal record or has not passed the Georgia Criminal Investigation Checks (GCIC) and National Criminal Investigation Checks (NCIC). The Contractor shall employ only competent, skilled and trustworthy people.

11. Contractor's managers/supervisors shall be familiar with all phases of contract work and shall possess at least five (5) years of experience in supervising janitorial staff. An officer of the company shall be available to meet in person within 48 hours of notification.
12. The contractor shall always have responsible supervision for workers . Employees shall work under continuing first line supervision, in accordance to Building Owners and Managers Association International (BOMA) standards.
13. Contractor's employees shall be thoroughly instructed by their supervisors to perform the required duties and adhere to the methods of performance as well as all rules and regulations regarding this contract.
14. Contractor's manager/supervisors shall be qualified to operate all equipment under their charge and train personnel in its operation accordingly.
15. **DAY PORTERS**
 - a. Day Porters are required at all Senior Centers only during the hours they are open. An hourly rate for providing this service is the vendors responsibility to pay in accordance to the number of service hours worked at the facility. Hours may vary for each facility. Duties of the Day Porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. Most cleaning duties are to be accomplished after the facilities' normal operating hours.
 - b. Successful contractor shall provide a Day Porter in the facilities designated for the County (See Price Schedule). Day Porter shall be present in the assigned facility for eight (8) hours during the normal business day. Contractor shall provide each day porter with a working pager or cell phone. Current pager or cell phone number shall be on file in the office of the Director of that facility.
 - c. Duties of Day Porter are as follows
 - i. Daily, perform all bathroom tasks listed below daily.
 - ii. Daily, check and spot clean all floor surfaces.
 - iii. Daily, check all dispensers and restock as necessary.
 - iv. Daily, check all trash containers, empty and reline as necessary.
 - v. Daily, clean all spills and mishaps during the day.

- vi. All janitorial closets shall be kept clean and keep in an orderly manner.
- vii. Clean, restock, and maintain service of restrooms throughout the day.
- viii. Maintain lobbies, stairwells, elevators, and all common areas.
- ix. Respond to and handle calls for emergency spills and clean-ups.
 - x. Pick up of trash/debris in or near the outside entrances and immediate perimeter of facilities.
- xi. Report any maintenance emergencies such as, but not limited to, plumbing, property damage, and facility problems to the County.
- xii. Other duties as assigned by the Director of Facilities Management.

H. Work Hours and Methods

1. Schedule of Services (Work Hours): All locations are to be serviced Monday through Friday except for Porter Sanford Performing Arts Center (TBD). Successful contractor shall commence work no later than 6:00 PM, but not before 5:30 PM. Monday – Friday.
2. Periodic services and/or special projects that may require services outside of normal work hours shall be scheduled and pre-approved in advance by the County’s Director of Facilities Management. Schedule of Work Hours shall conform to the County’s requirements and the need to accomplish services.
3. Facilities are closed on holidays. Successful contractor shall arrange access to perform periodic services and/or special projects during County holidays in advance with the County. Ten (10) holidays are observed by DeKalb County: **New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Day (After), and Christmas Day.**
4. Special Cleaning Hours: The following locations will have special cleaning hours. Records Court at Bobby Burgess Building. A sheriff will accompany cleaning crew at the Court Buildings and the Tire Shop at Memorial Drive.
5. All emergency requests must be handled within 24 hours of contact.
6. The vendor shall clean contracted facilities five (5) days per week and in accordance with the assigned schedules established for each respective building facility as pre-approved by the County’s Director of Facilities Management. Exception may be rendered for official DeKalb County recognized holidays.
7. All scheduled cleaning must be performed with minimal disruption to normal functions in the respective building to which they are assigned.
8. In the event buildings are closed for inclement weather or emergency conditions, the County will notify the vendor of any needed adjustments. The vendor will typically collect and remove trash and will be expected to resume their regular cleaning schedule on the next available workday. Vendor must notify the Facilities Management Department supervisor,

staff if they were unable to remove all trash from the buildings and a Day Porter must be prepared for corrective action immediately upon arrival on the next workday.

9. Vendor's employees are only to work the schedule they are assigned and will not be allowed to work elsewhere or otherwise. No work outside of the scope will be given to the vendor's employees.
10. At no time will the vendor's employees be required to run errands or leave the building for any DeKalb County employee, constituent or visitor to the respective facility.
11. The vendor's employees shall not be assisted, accompanied, or visited by family, friends, or associates, during their work shift, unless specific, written authorization has been granted by an authorized County representative.
12. Time adjustments must be requested and granted pre-approval by the County's Director of Facilities Management and in conjunction with authorized management of the vendor prior to any work or action.
13. The County shall not incur any liability that may result from any of the non-conforming actions stipulated above.
14. Weekend projects such as labor-intensive floor work or carpet extraction will only be scheduled after pre-approval by the building administration staff and in conjunction with the Facilities Management department supervisor and/or designee.

I. QUALITY CONTROL

The Contractor must develop a comprehensive quality control plan. This plan must assure that all facilities are always maintained at the level of cleanliness defined in this proposal. The plan will be evaluated for effectiveness by the County prior to the start date of this contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:

Identify who will be responsible for inspecting all facilities to ensure cleanliness. Said employee(s) will interact with the County Representative to maintain the buildings at the standard required.

The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.

The Contractor must include in the plan a suitable method for inspecting and recording infrequently performed services.

The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.

This plan should include a suitable way to inform the County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly, dispensers not operating properly, etc.).

The Contractor must develop a checklist, access control report, quality control report, staff security sign-in sheet, training calendar, periodic schedule, and completed projects calendar acceptable to DeKalb County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the County representative at the biweekly meetings with Contractor. Failure to provide the inspection checklists will result in an adverse Performance Report.

The bidder must also describe a contingency plan for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-contractors fail to provide service, or other problems arise.

KEY CONTROL AND SECURITY PLANS

Contractor(s) shall include a plan, showing how facilities' keys issued to them will be handled and controlled, as well as electronic security codes made known to them under the contract, if awarded. The plan must indicate who will have the responsibility for all keys and how keys shall be obtained from personnel who are terminated.

Contractor shall be responsible for all keys issued to them. Contractor shall replace all lost and broken keys at contractor's sole expense. In the event the loss of keys requires lock replacement, the cost of replacing locks will be charged to the contractor. Contractor's employees must sign in and out with Security in facilities where guards are in place. Security, provided by the County at any facility, may inspect bags at any time.

Failure by the contractor to implement the approved plan and pursue it diligently from the commencement of the contract may be considered for grounds for contract termination.

J. PERFORMANCE AND QUALITY STANDARDS

The County reserves the right to require performance and quality standards and to inspect all services, equipment, materials and supplies furnished in the performance of the contract at any and all times provided in each County Facility.

1. Floors: All hard floors shall be free of dirt, streaks, scuffmarks, gum, and/or any foreign substance in corners, edges, or baseboards. Floors must have a uniform and buffed luster. Floors will be stripped and waxed periodically as determined by Facilities Operations and Maintenance. Carpets shall be free of dust, dirt, and/or other debris, and shall be free of stains, spots, smears, and odor.

- a) Floors will be maintained based on the vendor's established Comprehensive Floor Care Program (CFCP). The CFCP must include Hard surface floors that shall be maintained by removing dirt from corners and from around the edges, cleared of debris and swept daily prior to required damp mopping.
- b) The vendor must use a floor finish which shall provide a long lasting clean and shiny appearance and must meet the slip resistant requirements of the Underwriters' Laboratories (UL) or other approved testing agency as approved by the County's Director of Facilities Management Department.
- c) Finisher or sealer must not discolor floor materials and shall not have an overly profound odor. Vendor will maintain floors throughout the year by either a scrub-and-restore method or a stripping and refinishing method. No less than six (6) coats of finish are required.
- d) The vendor's CFCP must ensure that floors remain clean and shiny by standard methods of a buffing and burnishing schedule. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished areas have an even luster.
- e) Vendor will spot clean carpets and carpeted floors to maintain from free of spots and soil. All carpets are to be vacuumed on a daily basis. Carpet extraction from offices will be handled on an as-needed basis and on the last Friday of the month and must not exceed once per year. Truck mount steam cleaning will be conducted once per year on an as-needed basis. Both carpet extraction and steam cleaning must be pre-approved and scheduled by the County's Director of Facilities Management.
- f) For Stripping and Waxing the old finishes or wax shall be removed and new sealant applied in accordance with standard commercial practices. Spots and scratch marks shall be eliminated. There shall be no evidence of gum, burns scuffmarks, or wax buildup in corners or crevices. Under no circumstances shall burnishing, high speed buffing or dry stripping methods be used.
- g) **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.
- h) **Damp Mopping:** Damp mop and sanitize all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance.

- i) **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material and method suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
- j) **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.
- k) **Floor Finishing:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated, and the appearance must be consistent in all areas.
- l) **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished, and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited.
- m) **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
- n) **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extraction utilizing a method suitable for the type of carpet or rug; remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive fuzziness from the extract process. Dry cleaning methods should be employed whenever appropriate.
- o) **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
- p) **Stripping and Refinishing Hardwood/Laminate Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction, or after instruction from Fulton County manager. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
- q) **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary, to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

2. **Elevators/Escalators/Stairways:** All ceilings, lights, and vents shall be free of dust. All metal surfaces shall be polished and have no fingerprints or smudges, and no debris in openings. Floors must have a uniform and brilliant luster.
- Daily, all floors, steps, and landings shall be swept free of all dirt, grime, dust, gum and other foreign matters.
 - Daily, Elevator door tracks are to be free of all debris and foreign particles.
 - Daily, all walls and polished areas shall be free of all handprints, smudges and marks.
 - Daily, all ceilings, lights and vents shall be free of dust.
 - Bi-Weekly, floors, steps, landings and stairwells shall be mopped. Walls shall be cleaned; all hand rails and floors shall be sanitized.
3. **General Office Areas:** All surfaces shall be free of dust, sand, and cobweb (high and low); walls and glass shall be free of streaks, spots and smudges; furniture shall be polished; telephones shall be free of grime, ear wax, and smears; kick plates, thresholds and other metal surfaces shall be polished; and trash containers shall be empty and free of grime on inner and outer surfaces. Trash containers shall be lined.
- a. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
- b. **Low Dusting:** Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
- c. **High Dusting:** Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
- d. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.

- e. **Cleaning Drinking Fountains:** The porcelain or stainless-steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.
- f. **Metal Cleaning and Polishing:** Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
- g. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
- h. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
- i. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the County representative for replacement. All items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust and grime.
 - o Daily, all carpets shall be vacuumed and shall present a uniformly clean appearance.
 - o Daily, all carpets shall be free of dirt, dust, stains, spots, and other debris.
 - o Daily, all walls and glass surfaces shall be free of streaks, spots, smudges and fingerprints.
 - o Daily, telephones shall be wiped down with a germicidal cleaner and must be free of grim, ear wax and smears.
 - o Monthly, brush and clean all air vents.

4. Buildings and Windows

All interior and exterior (1st floor only) glass and frames shall be free of dirt, dust, streaks, watermarks, spots, and grimes. Exterior Facilities: All entrances, courtyards, and perimeter of facility shall be free of spills, stains, debris, trash and/or litter. Trash receptacles shall be empty and contain no dirt, grime or residue on the inner or outer surfaces; ashtrays and urns shall be free of butts, ashes, tar nicotine stains and sand shall be replenished. All Floor Stripping and Waxing shall be performed as requested by Facilities Management.

5. Lobbies, Hallways, and Common Areas

- Daily, all hard floors shall be free of dirt, streaks, mop marks, scuffmarks, gum and or any foreign substances. This includes corners, edges and baseboards.
- Daily, floors must be swept and wet mopped.
- Daily, floors shall have a uniform luster.
- Daily, all carpets shall be free of dust, dirt, debris, stains, and spots from wall to wall.
- Daily, carpets shall be vacuumed, and spot cleaned in all carpeted areas.
- Daily, all drinking fountains shall be cleaned, polished and disinfected.
- Semi-Annually, all hard floors shall be striped/cleaned and waxed/sealed.
- Semi-Annually, all carpeted areas shall be shampooed and deep cleaned.

6. Break Room / Kitchen

Empty all trash and waste receptacles in break room. Replace all waste can liners. Clean, sanitize and degrease all counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards. Clean sofas and couches with a suitable chemical. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers.

- Daily, sweep and damp mop all floors with germicidal solution.
- Daily, clean and sanitize all sinks and countertops. Surfaces shall be free of all dirt dust, stains and handprints.
- Daily, clean, sanitize and degrease all tabletops and chairs to remove all dirt, grime, dust and grease.
- Daily, refill all dispensers (paper towel and soap).
- Daily, trash containers shall be emptied and free of all grime on inner and outer surfaces. Trash container shall be lined with correct sized liner.
- Weekly, brush and clean all lights and vents.
- Quarterly, clean, strip and wax floors as required by County.

7. Restrooms

- a. All surfaces shall be free of dirt, water streaks, mop marks and strings, gum, grease, tar, and/or foreign substances. All porcelain, chrome, brass, and metal fixtures and pipes must be sanitized and free of dust, spots, stains, rust, mold, encrustation and excess moisture. Trash receptacles must be emptied, and restrooms must be free of odors. Restrooms toiletry dispensers shall be fully stocked.
- b. **Restrooms are to be cleaned, sanitized and disinfected daily** Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture; in accordance with the work schedule and Quality Control Plan (QCP) submitted by the contractor to the County representative.

- c. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls (if applicable), mirrors, waste receptacles, dispensers and wall surfaces with germicidal, veridical, and bactericidal cleansers. All floor drains must be cleaned, and traps filled with disinfectant to prevent sewer odor. Water and mop must be sanitized before and after cleaning each restroom/location. Used water must be disposed of in an appropriate janitorial sink. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New liners must be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Contractor.
- d. Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.
- Daily, thoroughly sweep and damp mop all floors with germicidal solution. Floor shall be free of dirt, streaks, mop marks, scuffmarks, gum, and or foreign surfaces. This includes corners and edges.
 - Daily, clean and sanitize with disinfecting solution all countertops, sinks and all porcelain, chrome, brass and metal fixtures and pipes must be sanitized and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
 - Daily, spot clean all walls, stall walls and doors with germicidal solution.
 - Daily, clean all mirrors, dispensers and metal surfaces.
 - Daily, all trash containers shall be emptied, free of dirt and grime on inner and outer surfaces.
 - Daily, all trash containers shall be lined with appropriately sized trash bags and odor free.
 - Daily, fully stock all dispensers provide additional supplies as necessary to avoid empties.
 - Daily, complete all check list and initial.
 - Daily, report any issues (electrical, plumbing, broken dispensers) to Contractor's Supervisor. Contractor or their representative is responsible for reporting such issues to the County's representative in writing.
 - Weekly, brush and clean all air vents.
 - Monthly, mechanically scrub and disinfect bathroom floors.
 - All restroom surfaces, including toilet seats, face bowls, mirrors, vent fans, floors, walls, partitions, etc., shall be cleaned thoroughly each evening with a disinfectant cleaner.

- All trash, feminine hygiene items and adult diaper units shall be emptied on a daily and nightly basis without exception. No soiled feminine hygiene or adult diaper items are to be left overnight as to avoid noxious odors in the facility.
 - Vendor must return and reset units to fit between the toilet and stall wall after disposing of waste.
- e. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.

8. Trash Removal

- a. Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas, daily. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame-resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
- Daily, all trash containers shall be emptied and contain no dirt, grime or residue on the inner or outer surface. All containers shall be lined with correct size liners.
 - Daily, Offices, conference rooms, etc., that are locked are not to be opened, if trash is placed outside door, empty container, replace liners and place the container back at door.
 - Daily, all trash shall be in collection bins so to eliminate the risk of leaks and spills.
 - Daily, trash shall be properly removed from building in refuse containers to prohibit leaks and spills.
 - Daily, all spills or leaks shall be cleaned up and the area returned to the original conditions.
 - Daily, all trash shall be placed in exterior refuse containers and dumpsters.
 - Daily, all trash containers shall be returned to their original locations.
 - Daily, all trash containers shall contain a clean correct sized liner.
 - Daily, recycled paper containers shall be emptied as required and returned to their original location.
 - Daily, no trash shall be left outside dumpsters.
 - Daily, report all instances of damage, stains, tares, rips, leaks, plumbing, electrical, broken dispensers or any other issues to the Janitorial Supervisor.
- b. **Recycling Program:** The successful bidder will work with the County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in each bin, separating recyclable items from normal trash and

emptying recycling bins when required by the County representative. Cardboard boxes shall be flattened by the Contractor and taken to a designated area daily. The Quality Control plan should include how the respondent will train employees on handling recyclable materials.

- 9. Emptying and Cleaning Ashtrays and Vases:** Empty and clean all ashtrays and vases in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required

10. Maloof Auditorium – In addition to the above specifications

- Daily, sweep the floor;
- Daily, empty trash and clean containers, reline with appropriate size trash bag;
- Weekly, clean and dust side rooms next to the stage;
- Monthly, vacuum stage;
- Quarterly, buff the VCT floor and remove smudges;
- Auditorium Rest Room cleaning is covered under rest room cleaning section;
- Semi- Annually, all hard floors shall be stripped/cleaned and waxed/sealed.

11. Special Areas

- a. **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock (Where Applicable):** Utilizing a high pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces.
- b. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must always be kept clean. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

- 1. The cost proposal must be submitted in a separate, sealed envelope with the responder’s name and “Cost Proposal for Request for Proposals No. 19-500529 for Commercial

Janitorial Services on the outside of the envelope.

2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 19-500529 for Commercial Janitorial Services" on the outside of each envelope or box.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. Methodology/Project Operations:
 - a. Provide a start-up plan/schedule for this project including timelines and milestones starting with the receipt of the Notice to Proceed and ending with project completion.
 - b. Describe how the project will be organized and managed
 - c. Describe responder's procedures for assuring quality of work, deliverables, performance measures, etc.
 - d. Describe your processes, procedures and methodology for monitoring quality control and required outcome for services being provided as described herein.
 - e. Describe your progress reporting capabilities and provide sample reports for this project.
 - f. Describe responder's resources and include a list of Equipment with quantity for each.
4. Personnel/Support Staff:
 - a. Describe your organizational structure, listing all key personnel functions and support services available to the County and how they will be provided.
 - b. Describe the process to address questions and complaints.
 - c. Describe the procedures for requesting emergency services.
 - d. Provide a step by step plan of action to be used by the vendor's staff to resolve problems that may occur during the contract period.
 - e. Provide your company guidelines for screening prospective employees including but not limited to drug testing policy and background checks.

- f. Describe your hiring process including recruiting, screening and training.
 - g. Describe your processes that address absences in the event an employee is not available to work.
 - h. Describe your procedures and capacity for replacing local personnel at the management level.
 - i. Identify the individuals who will be part of the project team;
 - j. Include any outside personnel, such as subcontractors; and
 - k. Provide detailed resumes of Management team members and Subcontractors who will be directly working on the project.
5. Company Qualifications and Experience:
- a. Describe your experience, capabilities and other qualifications in providing commercial janitorial/custodial services;
 - b. Provide detail evidence that responder is currently providing janitorial services.
 - c. Describe responder's experience in providing quality commercial cleaning as described herein.
 - d. Provide the number of years responder has operated under current company name?
 - e. Provide if responder has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
6. Additional Information:
- a. List the types of carpet responder has experience cleaning and describe the methods used to clean them.
 - b. Provide a list of all chemicals that will be used at County facilities and two (2) copies of their Material Data Safety Sheets (MSDS).
 - c. Provide a detailed explanation on methods to be used in cleaning all areas identified herein.
7. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
8. References:
- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. DeKalb First Ordinance

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at fwilliams@dekalbcountyga.gov or (404) 371-6312.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Cost (10 points)
- B. Methodology / Project Operations (25 points)
- C. Personnel / Support Staff (20 points)
- D. Company Qualifications and Experience (20 points)
- E. Financial Responsibility (5 points)
- F. Additional Information (5 points)
- G. References (5 points)
- H. Local Small Business Enterprise Participation (10 points)
- I. Optional Interview (10 points) - bonus

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and five (5) compact discs or flash drives with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on January 16, 2020.

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 19-500529 for Commercial Janitorial Services on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Pre-Proposal Conference and Site Visit

A pre-proposal conference and site visit will be held at **10:00 a.m. on the 19th day of December 2019** at Maloof Building, 1300 Commerce Drive, Decatur, GA 30030. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference and site visit, please contact Jenifer Schofield at (404) 687-4042 or insert jj Schofield@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Jennifer Schofield, via email to jjshofield@dekalbcountyga.gov, no later than close of business on **Friday, December 27, 2019**. Responder must list the solicitation number and name in the subject of email. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call **Jennifer Schofield at (404) 687-4042** or send an email to jjshofield@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder’s proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

K. Business License

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

L. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

M. Right to Audit

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial

and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

N. Cooperative Procurement

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary. The County reserves the right to conduct optional interviews with all responders or a short-listed group of responders. The Evaluation Committee may award a maximum of ten (10) points to each interviewed responder. If the County determines that it is in its best interest to develop a shortlist of responders for interview, it shall be based on the following calculation:

Highest Responder Score – Interview Points = Short Listed Score

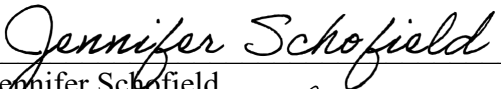
Example: $91 - 10 = 81$. Any responder with a score of 81 or greater would be interviewed.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,



Jennifer Schofield DR
Procurement Agent
Department of Purchasing and Contracting

- Attachment A: Cost Proposal
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: LSBE Opportunity Tracking Form
- Attachment F: Sample County Contract
- Attachment G: Responder Affidavit
- Attachment H: First Source Jobs Ordinance Information with Exhibits 1 - 4

ATTACHMENT A

COST PROPOSAL FORM

(consisting of 5 pages)

COMMERCIAL JANITORIAL SERVICES

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 19-500529, Commercial Janitorial Services" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

ATTACHMENT A COST PROPOSAL FORM

ITEM NO.	DEPARTMENT/SITE LOCATION	SQUARE FOOTAGE	MONTHLY SERVICE COST	NO. OF MONTHS	ANNUAL SERVICE COST
1	*Maloof Administration Building (6 floors) 1300 Commerce Dr., Decatur, GA 30030	102,480		12	
2	Maloof Annex 1300 Commerce Dr., Decatur, GA 30030	21,009		12	
3	*Clark Harrison Building (3 floors) 330 E. Ponce de Leon Avenue, Decatur, Ga 30030	78,120		12	
4	Public Defenders Offices (2 floors) 320 Church Street, Decatur, GA 30030	24,995		12	
5	*New Courthouse Judicial Tower (7 floors) 1000 N. McDonough Street, Decatur, GA 30030	167,944		12	
6	*New Courthouse (Admin Tower - 9 floors) 556 N. McDonough Street, Decatur, GA 30030	123,060		12	
7	Historic Courthouse - Old Courthouse 101 E. Court Square, Decatur, GA 30030	23,520		12	
8	*South DeKalb Senior Center 1931 Candler Road, Decatur, GA 30030	15,000		12	
9	DeKalb Crisis Center, 450 Winn Way, Decatur, GA 30030	30,000		12	
10	DFACS Building 178 Sams Street, Decatur, GA 30030	130,770		12	
11	DeKalb County Records Building 3508 Covington Hwy, Decatur, GA 30030	12,432		12	
12	*Memorial Drive Office Park (Elections, Tax Commissioners, County Extension, Operations) 4380 Memorial Dr., Ste 100, Decatur, GA 30032	58,828		12	
13	*Recorders Court Building 3630 Camp Road, Decatur, GA 30032	14,280		12	
14	*State Traffic Court 3630 Camp Road, Decatur, GA 30032	14,280		12	
15	*Public Safety (Magistrate Court) 3630 Camp Circle, Decatur, GA 30032	7,619		12	
16	*Gregory Adams Juvenile Justice Center 4309 Camp Circle, Decatur, GA 30032	110,000		12	
17	Roads and Drainage 727 Camp Road, Decatur, GA 30032	9,139		12	
18	Roads and Drainage 727-A Camp Road, Decatur, GA 30032	1,205		12	
19	Roads and Drainage 727-B Camp Road, Decatur, GA 30032	3,528		12	

**ATTACHMENT A
COST PROPOSAL FORM**

ITEM NO.	DEPARTMENT/SITE LOCATION	SQUARE FOOTAGE	MONTHLY SERVICE COST	NO. OF MONTHS	ANNUAL SERVICE COST
20	Roads and Drainage 729 Camp Road, Decatur, GA 30032	6,324		12	
21	Roads and Drainage 729-A Camp Road, Decatur, GA 30032	1,105		12	
22	Roads and Drainage 729-B Camp Road, Decatur, GA 30032	2,360		12	
23	Roads and Drainage 729-C Camp Road, Decatur, GA 30032	11,232		12	
24	Fleet Maintenance - Tire Shop 4370 Memorial Drive, Decatur, GA 30032	3,100		12	
25	Fleet Maintenance - Bldg A 5350 Memorial Dr., Decatur, GA 30032	10,180		12	
26	Fleet Maintenance - Bldg B 5350 Memorial Dr., Decatur, GA 30032	28,338		12	
27	Fleet Maintenance - Bldg C 5350 Memorial Dr., Decatur, GA 30032	11,631		12	
28	Fleet Maintenance - Bldg D 5350 Memorial Dr., Decatur, GA 30032	14,225		12	
29	Code Enforcement 1807 Chandler Road, Decatur, GA 30032	8,976		12	
30	Human Resources Trailer, Suite 400 4380 Memorial Drive, Decatur, GA 30032	2,106		12	
31	*Bobby Burgess Building 3630 Camp Circle, Decatur, GA 30032	72,876		12	
32	Fleet Maintenance Trailer 3043 Warren Road, Decatur, GA 30032	25,900		12	
33	Flat Shoals Community Achievement Center 4522 Flat Shoals Road, Decatur, GA 30034	27,000		12	
34	Flakes Mill Precinct 4540 Flakes Mill Rd, Decatur, GA 30034	5,000		12	
35	*Central DeKalb Senior Center 1346 McConnell Dr., Decatur, GA 30033	21,900		12	
36	Police (South Precinct -Uniform/CSI/Supply) 2842 H F Shepherd Drive, Decatur, GA 30034	47,120		12	
37	*Porter Sanford Arts Center 3181 Rainbow Drive, Decatur, GA 30034	38,262		12	
38	DeKalb Animal Shelter 3280 Chamblee-Dunwoody Rd, Chamblee, GA 30034	100,000		12	

**ATTACHMENT A
COST PROPOSAL FORM**

ITEM NO.	DEPARTMENT/SITE LOCATION	SQUARE FOOTAGE	MONTHLY SERVICE COST	NO. OF MONTHS	ANNUAL SERVICE COST
39	South DeKalb Tag Office South DeKalb Mall, Decatur, GA 30034	2,500		12	
40	PMG - Exchange Park and Recreation Center 2765 Columbia Drive, Decatur, GA 30034	31,311		12	
41	Davidson-Arabia Mountain Nature Preserve Office 3787 Klondike Road, Lithonia, GA 30038	3,000		12	
42	Stonecrest Library 3123 Klondike Rd, Lithonia, GA 30038	21,674		12	
43	Police Training Facility (Academy) 2484 Bruce Street, Lithonia, GA 30058	3,600		12	
44	Community Center Library / Rec Center 2484 Bruce Street, Lithonia, GA 30058	20,545		12	
45	*Bruce Street Senior Center 2847 Bruce Street, Lithonia, GA 30058	19,171		12	
46	Bruce Street Trailers 2847 Bruce Street, Lithonia, GA 30058	3,206		12	
47	*Lou Walker Senior Center 2538 Panola Road, Lithonia, GA 30058	32,779		12	
48	Parks and Recreation Office 3681 Chestnut St. Scottdale, GA 30079	6,340		12	
49	*Hamilton Human Services Center 3262 Chestnut Street, Scottdale GA 30079	41,000		12	
50	Police (Headquarters) 1960 West Exchange Place, Tucker, GA 30084	106,305		12	
51	Police (Tucker Precinct) 4451 Lawrenceville Hwy, Tucker, GA 30084	6,862		12	
52	*Fire Rescue Headquarters 1950 West Exchange Place, Tucker, GA 30084	109,531		12	
53	Tucker-Reid H. Cofer Library 5234 Lavista Rd, Tucker, GA 30084	25,000		12	
54	Wade Walker Park (Eastern Service Center) 5550 Walker Road, Stone Mountain, GA 30087	2,500		12	
55	William T. White Family Center 39 Rogers Street, Atlanta, GA 30317	5,000		12	
56	*DeKalb Atlanta Health Center 30 Warren Street, Atlanta, GA 30317	71,038		12	
57	*DeKalb Atlanta Senior Center 25 Warren Street, Atlanta, GA 30317	9,900		12	

ATTACHMENT A COST PROPOSAL FORM

ITEM NO.	DEPARTMENT/SITE LOCATION	SQUARE FOOTAGE	MONTHLY SERVICE COST	NO. OF MONTHS	ANNUAL SERVICE COST
58	Kirkwood Mental Health Facility, 23 Warren Street, Atlanta, GA 30317	54,000		12	
59	DeKalb North Tag Office 1355 Dresden Drive, Atlanta, GA 30319	3,250		12	
60	North DeKalb Comprehensive Health Center 3807 Clairmont Rd, Chamblee, GA 30341	50,000		12	
61	*North DeKalb Senior Center 3393 Malone Dr., Chamblee, GA 30341	15,000		12	
62	Dunwoody Library, 5339 Chamblee Dunwoody Rd. Atlanta, GA 30346	21,475		12	
<p>Notes:</p> <p>*Indicates locations that require Day Porters</p> <p>Locations Nos. 1 & 2 share a Day Porter</p> <p>Locations Nos. 13, 14 & 15 share a Day Porter</p>					

ATTACHMENT B
PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 19-500529, Commercial Janitorial Services described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on January 16, 2020 until 3:00 P.M. (EST). Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT E
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the

benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE
PARTICIPATION
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME
BIDDER/PROPOSER _____

SOLICITATION NUMBER: **RFP No. 19-500529**

TITLE OF UNIT OF WORK – **Commercial Janitorial Services**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 ___ LSBE-DeKalb ___ LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County’s LSBE participation benchmark is required to submit documentation to support all “Yes” responses as proof of “good faith efforts.” Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company’s name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all “no” answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

EXHIBIT A, CONT'D

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____

(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

LSBE –DeKalb **LSBE –MSA**
(Check all that apply)

RFP Number: 19-500529

Project Name: Commercial Janitorial Services

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT F
SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ___ day of ___, 20___, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _____ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: "USER DEPARTMENT"

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all _____ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXXX for _____, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the

County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to

property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of

- \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:
- DeKalb County, Georgia**
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against

- the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
 10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties

unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to:

Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

V. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND

Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
Contractor's Cost Proposal

SAMPLE

SAMPLE

APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request
for Proposals (RFP) No. XX-XXXXXX”

SAMPLE

APPENDIX II

ATTACHMENT B

Contractor Affidavit under O.C.G.A. §13-10-91

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 DEKALB COUNTY 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 Term 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. 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

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
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 _____, 20__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 _____ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA 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. 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

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
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 _____, 20__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

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 DEKALB COUNTY, GEORGIA 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-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 Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
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 _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

**ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20_____.

(CORPORATE
SEAL)

(Secretary)

SAMPLE

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____



ATTACHMENT H

FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vnicksion@dekalbcountyga.gov, or jmjonas@dekalbcountyga.gov

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring:

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please note: We need one form completed for each position that you have available.

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE:

CONTACT FAX:

CONTACT E-MAIL ADDRESS:

Are you a private employment agency or staffing agency? YES NO

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER _____

**Please return form to: Business Solutions Unit (First Source)
774 Jordan Lane Bldg. #4
Decatur, Ga. 30033
Phone: (404) 687-3400
FirstSourceJobs@dekalbcountyga.gov**

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 4

EMPLOYMENT ROSTER
DeKalb County

Contract Number: _____

Project Name: _____

Contractor: _____

Date: _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency