



City of Fairburn

**Request for Proposals: Contracted Janitorial Services
RFP#22-018**

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I. **General Description:** The City of Fairburn is seeking a proposal for janitorial services from certified, experienced, and licensed Janitorial Contractors with proven references in providing quality services for commercial customers. This Request for Proposal shall include the work required to meet the scope of work and any resulting contract. The purpose of this request for proposals is to secure the services of a professional, certified provider equipped to manage and coordinate labor, and supplies necessary to meet janitorial cleaning services detailed in the specifications.

II. **Specifications:** All specifications for the work are the sole property of the City of Fairburn and intended solely for use in the work contemplated in such specifications. If there are any discrepancies in or omissions from, the specifications, or if the Responder is in doubt as to the true meaning of any part of the Contract document, they shall request clarification from the Purchasing Department. Such request shall be in writing and shall be made not less than 5 days before the opening of proposals. The City of Fairburn shall not be liable for oral interpretations given by any City of Fairburn employee, representative, or others. Interpretations in response to inquiries for any Responder, clarifications, or corrections issued in the form of addendum shall be posted on the website for each Responder to see. If the Responder does not request clarification regarding methods of performing work or the material required, their proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

Any complaint from Responders relative to the RFP or any attached specifications shall be made in writing 5 days prior to the time of opening of proposals; otherwise, they cannot be properly considered.

Property Locations:

Building/Department Name	Address	Frequency	# Restrooms	Flooring	Sq Footage
City Hall	56 Malone Street SW, Fairburn, GA 30213	daily	3	mixed	6600
Human Resources	131 WASHINGTON Street Fairburn, GA 30212	daily	1	mixed	1400
Utilities	106 Howell Ave Fairburn, GA 30213	daily	2	mixed	5000
Streets Garage & Shop	102 Howell Ave Fairburn, GA 30213	daily	3	mixed	3000
Police Headquarters	191 W Broad Street, Fairburn GA 30213	daily	5	mixed	7000
Fire HQ/Fire Station 22	149 SW Broad Street, Fairburn GA 30213	daily	3	mixed	14,840
Fairburn Annex	40 Washington Street, Fairburn GA 30213	as needed	2	mixed	3000
Municipal Courts (office space daily/courtroom)	23 Washintgon Street, Fairburn GA 30213	daily/as needed	2	mixed	6500

Supplies: The city will stock and supply the following items:

- A. Cleaning supplies* must be approved by the city prior to use
- B. Trash can liners
- C. Hand towels
- D. Hand Soap
- E. Hand sanitizer for dispensers
- F. Toilet Paper

Scope of Work: Cleaning Services:

- Cleaning services are to be provided during the city's regular office hours which are from 08:00a.m. to 05:00 p.m. Monday through Friday.
- The daily cleaning of City Hall shall include cleaning of the Council Chambers.
- No cleanings will be required for City Holidays. The city of Fairburn's calendar is found on the city's website and lists which holidays the city observes.
- At any time during the term of the contract, the city reserves the right to adjust the specifications with the scope of work. The city will provide an estimate of any additional work requirements and provide pricing prior to service.

Specifications:

- A. Restrooms:
 - 1) Sweep and mop bathroom floors using hospital grade cleaner/disinfectant

- 2) Clean toilets, urinals, sinks, showers, mirrors, countertops, and plumbing fixtures
 - 3) Clean ceramic walls around urinals
 - 4) Clean toilet and urinal partitions
 - 5) Stock hand soap, hand towels, hand sanitizer and toilet paper
 - 6) Damp wipe with disinfectant entire surface of tiled and vinyl wall sections monthly or as needed
 - 7) Remove hard water deposits, mold, mildew, soap film from all tiled floors monthly or as needed
- B. Floors:
- 1) Sweep and wet mop all floors in public entryways, hallways and kitchen/breakrooms
 - 2) Restore bright finish to kitchen floors monthly
 - 3) Vacuum all carpeted areas Monday, Wednesday and Fridays and spot clean carpet as needed.
 - 4) Any deep cleaning recommendations will need to be assessed and presented to leadership for approval prior to service.
 - 5) Gym floor in the Youth Center will be cleaned by the city's Recreation Staff.
 - 6) Dust and clean baseboards of dust, dirt, and smudges monthly or as needed
 - 7) Vacuuming shall include all carpeted offices, cubicles, accessible file and storage rooms, conference rooms, training rooms and waiting rooms
- C. Kitchen/Break Rooms
- 1) Clean countertops, tabletops, sinks, microwaves, and refrigerators exteriors (3) times per week. Clean refrigerators interior weekly on Fridays after 3pm. City staff will be notified that any food items left in the refrigerators after 3 pm shall be discarded.
 - 2) Spot clean wall coverings as needed
- D. Lobbies
- Clean and disinfect all surfaces, susceptible to personal contact.
i.e., counters, door handles, water fountains, glass partitions, pens.
- E. Entryways:

- 1) Clean both sides of the door glass.
 - 2) Clean doorframes, kick plates, thresholds and hardware
 - 3) Please alert Streets department to remove any yard debris discovered on the exterior of the entryway for removal
- F. Conference Rooms, Offices, Council's Chambers and Waiting Rooms
- 1) Dust and polish desks, credenzas, tables, bookshelves and all other furniture
 - 2) Clean and disinfect phones
 - 3) Dust computers and clean keyboards, monitors and mice weekly or as needed
 - 4) Monitors shall be cleaned with an appropriate product designed for such purposes
 - 5) Vacuum furniture monthly or as needed
- G. Clean marks and stains from furniture as needed.
- H. High Dusting and Cleaning
- 1) Dust door frames, moldings, pictures, windowsills, doorframes, cabinet cubicle and appliance tops monthly or as needed. Wall corners shall have no cobwebs
 - 2) Dust and clean window blinds and interior shutters monthly or as needed.
 - 3) Clean inside windows (2) times a month
 - 4) Clean overhead light fixtures of bugs, dirt and dust buildup as needed
- I. Trash/Recycling Collection and Disposal
- 1) Empty all trash containers and dispose of garbage in the city cart with the closest proximity to the property being serviced.
 - 2) Clean and remove trash, empty containers, dirty rags, etc. from janitor closets. Mops Mopheads and other cleaning apparatuses shall be cleaned and stored upright. Excess water shall be removed from the mophead prior to storing
 - 3) All cleaning apparatuses shall be stored orderly

III. PERFORMANCE PERIOD: The work shall begin within ten (10) days after the contract signing without unreasonable delay and without suspension of work unless authorized in writing by the City. Unless

adversely affected by the previous statement, the Performance Period shall run from March 1, 2013, through February 28, 2014. The specifications are based on requirements to ensure that the lowest practical cost and highest practical quality of services are obtained at quality prices using the latest technology. **The City of Fairburn will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. Contractors must submit firm fixed pricing.**

- IV. BASIS OF AWARD:** Award of proposal shall be made based on technical capability, determination, qualifications, experience, price, and where applicable, responsiveness, operating costs, delivery time, requirements, performance data, and guarantees of materials and equipment. The City Designated Evaluators shall weigh these factors from each Responder and be the sole judge as to the relative merits of each Responder.

NOTE: Although pricing will weigh heavily in the award of this contract, Responders will have to meet lead-time, service, and quality criteria to be considered a “responsible” Responder who is eligible for award. In the event the Responder wishes to provide items specified above and beyond the stated requirements of this proposal at “no cost” to The City of Fairburn, these services should be identified and included in the proposal response.

- V. REGULATORY REQUIREMENTS:** The Contractor/Subcontractors shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including those of OSHA and EPA, pertaining to the performance of the work specified herein. Ignorance on the part of the Contractor shall not, in any way, relieve the Contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

The Contractor/Subcontractors shall hold all licenses, permits, and certifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and

completion of the work specified herein. **Copies shall be provided to the City with the response submission.**

The Contractor shall be required to obtain all necessary permits and meet the applicable federal, state, and/or local laws, ordinances, rules, regulations, and/or requirements for erosion and sedimentation control, as defined in City Codes and Ordinances. In addition, any required permanent stabilization shall be performed if required.

VI. SAFETY AND PROTECTION: The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the general public and property which/who may be affected thereby.

All materials, tools, equipment, and the like shall be removed daily or safely stored. The City of Fairburn **is not responsible** for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there are any questions, the City's designated representative assigned to this project will be consulted.

VII. WORK REQUIREMENTS: The Contractor agrees to furnish and deliver all the materials authorized by the City and to do and perform all the work and labor for said project. The work and materials shall be in strict and entire conformity with the plans and specifications agreed upon and submitted.

The work shall be done in accordance with all applicable federal, state, and/or local laws, ordinances, rules, and/or regulations, including those of OSHA and the EPA, under and to the entire satisfaction of the City.

The decision of the City's designated representative upon any question connected with the execution or fulfillment of the proposed agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

Neither the Contractor(s) nor his/her employees and/or subcontractors shall be considered employees of The City of Fairburn. The method and manner of performance of such undertakings shall be under the exclusive control of the Contractor(s). The City shall have the right to inspect such undertakings at any time without prior notification.

All work shall be coordinated with the City's designated representative. Any changes to the established schedule must have prior approval of the City's designated representative. At any time during the term of the contract, The City of Fairburn reserves the right to adjust the specifications attached. The City understands that additional work shall be estimated, priced, and approved by the City's designated representative prior to performance. No material changes in the scope, character, complexity, or duration of the project from those required under the agreement shall be allowed without the execution of a written amendment to the contract between the City and Contractor. Unreasonable estimates shall be deemed cause to terminate the contract. The Contractor will, as a part of the contract, be expected to work closely with The City of Fairburn in resolving any and all problems resulting during the term of the contract.

The work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this agreement without prior written approval of the City. The City reserves the right to review and approve all subcontracts prepared in connection with the agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with sub-contractor cost estimates for the City's review and written concurrence in advance of their execution. The City reserves the right to

approve any proposed subcontractor. Any subcontractor not approved by the City shall not work on the project.

VIII. WORK COMPLETION: At the completion of the work, the Contractor shall remove all waste materials, and debris from, and about the premises as well as all tools, equipment, and surplus materials and leave the site clean and ready for use and occupancy.

IX. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK:

All Responders are required to examine carefully the site of the proposed work and the specifications, and it is mutually agreed that the submission of a proposal shall be prima fascia evidence that the Responder has made such examination and has judged for and satisfied himself as to the conditions to be encountered and as to the character, quality, and quantities of work to be performed and materials to be furnished.

Responders shall also familiarize themselves with and shall comply with the requirements of all federal, state, and/or local laws, rules, regulations and/or ordinances which may directly or indirectly affect the work, prosecution of the work, persons engaged in or employed on the work, or the materials or equipment used in the work. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.

X. QUALIFICATIONS: The Contractor shall be fully equipped, staffed, certified, and licensed for the work performed. Copies of all applicable licenses shall be provided with the proposal.

- Contractor shall own or have access to all equipment and instrumentation required for work performed under the contract, and that equipment and instrumentation shall be available for the duration of the contract.
- All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties under the contract.

- Any employee of the Contractor, who in the opinion of City is incompetent or whose conduct becomes detrimental to work or safety shall be immediately removed from association with the contract upon the City's request.

XI. REQUESTED CONTENT: All questions must be answered, and the data given must be clear and comprehensive. Add separate sheets if necessary. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially governmental). This statement shall be submitted with proposal.

- a. Name of Responder
- b. Permanent Main Office Address, Email Address, and Pertinent Phone Numbers
- c. How long (years) has your firm been in business under your present name; also state names and dates of previous firm names, if any? Where Organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this proposal document.
- e. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
- f. General character of work performed by your company.
- g. Have you ever failed to complete any work awarded to you? If so, where and why?
- h. Have you ever defaulted on a contract? If so, where and why?
- i. List the most important contracts recently executed by your company, stating approximate cost for each, timeframe, and the month and year completed.
- j. List any subcontractors whom you would expect to use for the contract.

XII. REFERENCES: The Contractor must provide at the time of proposal opening a list of contact numbers, addresses, and a contact person

from five (5) jobs completed or still in effect for at least a year having similar specifications within the metro Atlanta area.

- XIII. ADDITIONAL INFORMATION:** Please provide any additional information the Responder believes to be relevant to the selection efforts of The City of Fairburn.

Instructions to Responders

These instructions shall bind Responders to the terms and conditions herein set forth, except as specifically qualified in special proposal and contract terms issued with any individual request. Responders are required to carefully read and follow the procedures outlined in this proposal. Through the submittal of the proposal, the Responders acknowledges that it has read, understands, and agrees to be bound by and fulfill the requirements, terms, and conditions of the RFP, unless exceptions are expressly made in writing.

DEFINITION OF KEY WORDS USED IN THE SOLICITATION: For purposes of this

solicitation, the following definitions shall apply:

City: The City of Fairburn, Georgia

Contract: The legal agreement executed between the City and the Contractor.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded the contract by the City.

Mayor: The executing authority for the City, who upon authorization, may sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Responder: An individual, partnership, corporation, or entity who submits a proposal in response to this RFP.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Responder fails to provide recommended information, the City may, at its sole option, ask the

Responder to provide the information or evaluate the proposal without the information.

XIV. All proposals shall be **received no later than Thursday October 06,2022 04:00 p.m.**

at The City of Fairburn City Hall 56 Malone Street Fairburn, Georgia, 30127. Through the submission of this proposal, the Responder acknowledges that it has read, understands, and agrees to be bound by and fulfill the requirements, terms, and conditions of the solicitation, unless exceptions are expressly made in writing.

XV. INQUIRIES: Each Responder shall examine all proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the proposal shall be made in writing to The City of Fairburn Attn: Procurement Manager at City Hall by either delivery or email at procurement@fairburn.com. Such request shall be in writing and shall be made no later than Friday September 30,2022 by 02:00p.m. of proposals. The City of Fairburn shall not be liable for oral interpretations given by any City of Fairburn employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarifications, or additional information can be given. From the time of release of the solicitation until an award is made, Responders shall not communicate with anyone from The City of Fairburn except as specifically provided within this document.

XVI. CLARIFICATIONS AND ADDENDA: If any addenda are issued to this RFP, The City of Fairburn shall post said addenda on the website, however, it shall be the responsibility of each Responder prior to submitting their proposal to review the website or contact the Purchasing Department to determine if any addenda were issued and to make sure such addendum is a part of their proposal. No amendments or addenda shall be issued within five (5) days prior to the advertised time for the opening of proposals. **Each Responder shall acknowledge in its proposal all addenda received by affixing an authorized signature on the addendum and such addendum shall be submitted with the proposal or the proposal shall be deemed "Non-Compliant" and rejected.**

Any complaint from Responders relative to the RFP or any specifications shall be made in writing to The City of Fairburn Attn: Procurement Manager at City Hall by either delivery or email at procurement@fairburn.com at least five(5) days prior to the time of opening of proposals; otherwise they shall not be considered.

XVII. SPECIFICATIONS: All specifications for the work are the sole property of the City and intended solely for use in the work contemplated in such specifications. If there are any discrepancies in, or omissions from, the specifications, or if the Responder is in doubt as to the true meaning of any part of the Contract document, they shall

request clarification from the Purchasing Department. Such request shall be in writing and shall be made **PREPARATION OF PROPOSAL**: All proposals shall be on the forms provided in this RFP package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

- A. The Proposal Form, Non-Collusion Affidavit, Georgia Security and Immigration Compliance Affidavit(s) and any solicitation amendments/addenda must be signed and/or initialed and placed in a separate folder to be included with the proposal.
- B. All required documentation shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal Form, Proposal Addendum(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Responder shall submit any additional requested documentation, signifying its intent to be bound by the terms of the RFP and resulting contract.
- C. The authorized person signing the proposal shall initial erasure, interlineations, or other modifications on the proposal.
- D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- E. It is the responsibility of all Responders to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting, or providing any response to this solicitation. All expenses for making proposals to The City of Fairburn are to be borne by the Responder.
- I. Responders must list, for review and approval by the City, any subcontractors to be utilized in the performance of the Services specified herein. For each subcontractor, details on respective qualifications must be included along with Georgia Security and Immigration compliance affidavits. The Contractor shall not make any substitution for any subcontractor listed in the proposal and approved by the City unless the City determines that there is good cause for doing so. The City shall have the right to remove any subcontractor for cause.

XVIII. PROPOSAL FORMAT: No responsibility will attach to any City representative or employee for premature opening of proposals not properly addressed or identified. An original and one (4) copy of this proposal (5 total) **initialed** (see bottom of each page), along with other required documents, in one (1) package and the original Proposal

Forms/Non-Collusion Affidavit/Immigration Affidavit/Contractor/Sub Contractor shall be submitted in another package with both packages combined into one (1) sealed package, clearly marked and titled on the outside as follows:

Request for Proposal**Janitorial Services****RFP #22-018**

And addressed to:

City of Fairburn**Attn: Procurement Manager**

Anquinas R Woods

56 Malone Street Fairburn,**Georgia 30213**

- XIX. PRICING INSTRUCTIONS:** The Responder shall list the entire costs associated with performing the services required on the Proposal Form. The total combined cost shall be included as the total cost figure. The Responder/Contractor shall thoroughly fill out the form or will be deemed “unresponsive.” The Proposal Form, along with the Non-Collusion Affidavit, Immigration Affidavit, and Proposal Bond, shall be in a separate folder from the other documents required in the submitted proposal package. It shall be the sole responsibility of the Responder/Contractor(s) to review all drawings and specifications, visit the sites of the work, and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the Contractor, after submitting proposal, seek an adjustment or change order as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.
- XX. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to this RFP is an offer to contract with the City based upon the provisions contained in the City’s RFP, including but not limited to, the specifications, scope of work, stated terms and conditions, and any subsequently agreed upon terms. Responders who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the RFP cannot be modified without the Responder express written approval of the Purchasing Manager or his designee.
- XXI. EXCEPTIONS, VARIANCES, AND ALTERNATES:** Responders shall indicate any and all variances, exceptions, and alternates from The City of Fairburn’s requested specifications, terms, and conditions on a separate sheet entitled and clearly marked “Exceptions, Variances and Alternates.” Providing there have been no variances, exceptions, and alternates attached to said proposal, it shall be assumed that the Responder is meeting all requirements of the specifications. Alternate proposals may be considered at the sole discretion of The City of Fairburn. If one Responder offers an acceptable alternate, it could be re-quoted using the alternate specifications.
- XXII. DISCLOSURE, CONFIDENTIALITY, AND PUBLIC INFORMATION:** Owner ship rights of The City of Fairburn to all response submissions and contents of all documents submitted may be subject to the Freedom of Information and Protection

of Privacy Act and Regulations. Documents will not be disclosed unless a request is filed under the Freedom of Information or Protection of Privacy legislation and regulations. Subject to applicable law, any information that is “sensitive” to competitors or shows an extreme hardship shall be labeled as “Proprietary” and will not be disclosed to any third party, particularly a competitive Responder.

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in the City’s records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by the Contractor, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City.

- XXIII. COLLUSION:** All proposals must contain a “Certificate of Non-Collusion” which must be signed by an authorized representative of the Responder. This certificate is included with the proposal package. Such person shall include his/her title, and if requested, shall supply verification of authority to bind the company in contract. Failure to sign and submit the certificate with the proposal will result in rejection of the proposal.
- XXIV. DELIVERY REQUIREMENTS:** It shall be the sole responsibility of the to have its proposal delivered to The City of Fairburn City Hall Receptionist for receipt on or before the above stated time and date for proposal opening. The official time clock for dictating timely receipt of proposals and for proposal opening time shall be located at the City Hall Council Chambers area. All proposals shall be electronically stamped with the time, date, and acceptor’s initials at the Receptionist’s desk. If the proposal is sent by the U.S. Postal Service, the Responder shall be responsible for its timely delivery to the Receptionist. Proposals received after the date and/or time deadlines specified in the RFP will be returned unopened, upon request, and expense borne by the Responder, with a cover letter from the Purchasing Manager explaining why the proposal is being returned.
- XXV. LEGAL NAME:** Proposals shall clearly indicate the legal name of the firm, address, telephone, and email address of the respective Responder (company, firm, partnership, individual, etc.) via a cover letter. The principal and duly authorized officer of the firm who has the authority to bind the Responder to the submitted proposal shall sign/initial the proposals and cover letter in order to legally validate the intent of the Responder. Failure to provide this shall result in a “Non-Compliant” status and result in the rejection of such proposal.
- XXVI. IRREVOCABLE OFFER, MODIFICATIONS, AND ERRORS:** Any proposal may be withdrawn up until the date and time dictated for the opening of the proposal. Any proposal not withdrawn shall, upon opening, constitute an *irrevocable offer* for a period of ninety (90) days to The City of Fairburn for the goods and/or services set

forth in the attached specifications until one or more of the proposals have been duly accepted by The City of Fairburn.

Proposal modifications shall be accepted from a Responder only if received prior to the scheduled proposal opening, in writing, properly signed (see Section 9 of Instructions to Responders) by the authorized representative of the Responder's company, firm, partnership, or individual. **Telephone corrections are not acceptable.** Proposal modifications shall be submitted and clearly marked "**PROPOSAL MODIFICATIONS**", and will be posted as addenda on the City's procurement website: <http://www.bidnetdirect.com/georgia/cityof/fairburn.com>

XXVII. DISCUSSIONS AND NEGOTIATIONS: The City reserves the right to conduct discussions with Responders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements. However, the City shall not be required under any circumstances to conduct such discussions.

The City reserves the right to reduce the scope of the RFP by negotiating with the most qualified, responsive, and responsible Responder in the event that the proposals received exceeds the budgeted funds. This method will be followed until terms are reached or all proposals are rejected.

XXVIII. NOTICE OF ACCEPTANCE: The City shall notify the successful Responder of the City's acceptance of the proposal by a Notice of Intent to Award, depositing an executed copy thereof in the U.S. Mail. The successful Responder shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract. Unsuccessful Responders shall be notified by U.S. Mail.

The Contractor shall not commence any billable work or provide any material or service under the contract until Contractor is directed to do so, in writing, by the City.

XXIX. PROPOSAL RESULTS: The name(s) of the successful Responder(s) will be posted on the Purchasing Department's Internet site at <https://www.bidnetdirect.com/georgia/cityoffairburn.com> upon issuance of a Notice of Intent to Award or upon final contract execution at the City's discretion.

Forms

<u>Evaluation Criteria</u>	<u>Total Possible Points</u>
Technical Capability	20
Qualifications/Experience	20
Operating Costs	20
Equipment	20
Performance Data	20
Certified DBE Classification	5 additional points

Fee Schedule					
Building/Department Name	Frequency	# Restrooms	Flooring	Sq Footage	Cost
City Hall	daily	4	mixed	6600	
Human Resources	daily	1	mixed	1400	
Utilities Water & Sewer	daily	2	mixed	5000	
Streets Garage & Shop	daily	5	mixed	3000	
Police Headquarters	daily	5	mixed	7000	
Fire HQ/Fire Station 22	daily	3	mixed	14,840	
Fairburn Annex	as needed	2	mixed	3000	
Municipal Courts (office space daily/courtroom)	daily/as needed	2	mixed	6500	
Total				47340	

0.16



Supplier Profile Worksheet -Bid Reference No. _____

Company Name: _____
 Address: _____
 Telephone No.: _____
 Email address: _____
 Website: _____

Credit Reference Letter

Principal Officers:

- Name and contact details

Tax Information (Exemption status)

- Federal Tax ID or FEIN#
- State Tax ID or STI# If registered with the State of Georgia
- Sales and Use Tax Number: If registered with the State of Georgia
- Withholding Tax Number
- SAM/DUNS& Bradstreet# (if applicable)
- HUB/MBE/SDB/WBE status (if applicable)
- Insurance- COI (Certificate of Insurance)

Bank References:

Account Manager/Personal Banker

Business Credit Reference (Business that is relevant or demonstrative to the proposal or quote responding to)

Accounts Payable Information:

Address:
 C/O:
 Telephone no.:
 Email address:

Ship To or Receiving Information:

Address:
 C/O
 Telephone no:
 Email address:
 Operating Hours:

***If there is more than one affiliate, please attach a separate sheet listing the information above

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

* Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) * _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) *

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person *	Date *
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



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

The undersigned contractor ("Contractor") executes this Affidavit to comply with § 13-10-91 related to any contract to which Contractor is a party that is subject to § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program.
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof,
- c) The Contractor will notify the public employer in the event of the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof,
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of contract.
- e) The Contractor will contract for the performance of services in satisfaction of each such contract only with subcontractors who present an affidavit to the Contractor with information required by O.C.G.A. § 13-10-91(a), (b) and (c).
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 20____ in _____(city), _____(state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or

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

NOTARY PUBLIC

My Commission Expires

NON-COLLUSION FORM

1. That the submitted response constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

RFP # 22-015

DBB A/E Services Fire Station 23,5650 Milam Rd Fairburn Ga 30213



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

The undersigned sub-contractor ("Sub-Contractor") executes this Affidavit to comply with § 13-10-91 related to any contract to which Contractor is a party that is subject to § 13-10-91, attesting as follows:

- a) The Sub-Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program.
- b) The Sub-Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof.
- c) The Sub-Contractor will notify the public employer in the event of the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof.
- d) The Sub-Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of contract.
- e) The Sub-Contractor will contract for the performance of services in satisfaction of each such contract only with subcontractors who present an affidavit to the Contractor with information required by O.C.G.A. § 13-10-91(a), (b) and (c).
- f) The Sub-Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- h) Sub-Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 20____, in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires _____