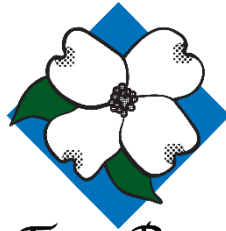


# CITY OF FLOWERY BRANCH

## BID



*Flowery Branch*

### Bid No. 24-005

### **Janitorial Services for the City of Flowery Branch**

Bid Release: Wednesday, May 1, 2024

Mandatory Pre-Bid Meeting: Tuesday, May 21, 2024, 11:00 a.m. EST.

Bid Questions Deadline: Friday, May 31, 2024, 2:00 p.m. EST.

Bid Due Date: Thursday, June 6, 2024, 1:00 p.m. EST.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch  
Finance Office  
5410 Pine Street  
Flowery Branch, GA 30542

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## **BACKGROUND**

Located on Lake Lanier and just over forty miles from Atlanta, Flowery Branch has maintained a picturesque historic downtown. Recent investment, including streetscape improvements and a revitalized train depot, is beginning to revitalize the downtown area, known as “Old Town.” Many of the original buildings in the historic central business district still exist and have been rehabilitated and repurposed.

The city is considering opportunities to enhance and maintain immaculate facilities and a presentable City Hall.

## **PROJECT INTRODUCTION**

The City of Flowery Branch is seeking quotes for janitorial services for five locations: City Hall, Police Department, Planning/Fun Department, Train Depot, and Wastewater Treatment Facility (WWTP). The addresses are as follows:

- City Hall: 5410 Pine Street, Flowery Branch, GA 30542
- Police Department: 5270 Railroad Avenue, Flowery Branch, GA 30542
- Planning/Fun: 5512 Main Street, Flowery Branch, GA 30542
- Train Depot: 5302 Railroad Avenue, Flowery Branch, GA 30542
- WWTP Office: 5572 Atlanta Hwy, Flowery Branch, GA 30542

The extent of the work will include, but is not limited to, basic cleaning services, floor care maintenance, and bi-annual or annual specialized services. This request will result in a five-year contract, with an option for either party to exit at the end of each fiscal year, or to renew for another year for a total of five years.

## **BID CORRESPONDENT**

Upon Release of this Bid, all vendor communications concerning this acquisition must be directed to the Administrative Services Department correspondent listed below:

**Nancy Rodriguez**  
City of Flowery Branch  
5410 Pine Street, Flowery Branch, GA. 30542  
Phone: (770-967-6371)  
Nrodriguez@flowerybranchga.org

Unauthorized contact regarding the Bid with other City of Flowery Branch employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Flowery Branch. Vendors should rely only on written statements issued by the Bid correspondent.

## **BID QUESTIONS**

All questions must be submitted in writing to the Bid correspondent named above. Questions must be received by 2:00 p.m. EST on Friday, May 31, 2024. A list of questions and answers will be provided to all known bidders and posted on the city website at <https://www.flowerybranchga.org/rfps>.

## **BID RESPONSE DATE AND LOCATION**

The Finance Department must receive the vendors' bids in a sealed envelope, in its entirety, no later than 1:00 p.m., Eastern Standard Time in Flowery Branch, Georgia on Thursday, June 6, 2024. Bids arriving after the deadline will be returned unopened to their senders. All bids and accompanying documentation will become the property of the City of Flowery Branch and may not be returned. One (1) original and (5) copies of this bid must be submitted to allow for evaluation. Bids must be clearly marked on the outside of the package: **BID No. 24-005 Janitorial Services for the City of Flowery Branch.**

Vendors assume the risk of the method of dispatch chosen. The City of Flowery Branch assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for an actual Bid receipt. Late bids will not be accepted, nor will additional time be granted to any vendor. Bids may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

## **MANDATORY PRE-BID MEETING:**

A mandatory pre-bid meeting will be held on Tuesday, May 21, 2024, at 11:00 a.m. EST at City Hall, 5410 Pine Street, Flowery Branch, GA 30542 in the Community Room. During this meeting there will be a tour provided of each location that is included in this Bid document and time for questions and answers. Attendance is required for all interested bidders. Questions must be provided during this time or by the deadline of Friday, May 31, 2024, at 2:00 p.m. EST.

## **BID PROPOSED SCHEDULE:**

|                                 |                                        |
|---------------------------------|----------------------------------------|
| Bid Release:                    | Wednesday, May 1, 2024                 |
| Mandatory Pre-Bid Meeting:      | Tuesday, May 21, 2024, 11:00 a.m. EST. |
| Bid Questions Deadline:         | Friday, May 31, 2024, 2:00 p.m. EST.   |
| Bid Due Date:                   | Thursday, June 6, 2024, 1:00 p.m. EST. |
| City Council award of Contract: | Thursday, June 20, 2024, 6:00 p.m. EST |
| Contract Effective Date         | Monday, July 1, 2024                   |

## **SCOPE OF WORK**

The following Scope of Work outlines the required tasks the Contractor is expected to perform and include in their quotes. Contractor shall perform all services provisioned under the contract in a skillful and competent manner.

It is understood that the selected Contractor will furnish all necessary cleaning supplies, tools, equipment, etc. for the completion of work in a timely and organized manner. The Contractor will not disturb papers or personal items left on desks and tabletops. The City shall provide paper products, hand soap and trashcan liners as needed. Masking agents will not be used in lieu of proper cleaning and disinfecting techniques. All cleaning services, unless otherwise approved, must be conducted during business hours on scheduled set days.

The Contractor shall provide the City with monthly invoices upon the completion of services. The Contractor shall assign a Project Manager who will meet with City staff on a quarterly basis.

**CITY HALL, POLICE DEPARTMENT, PLANNING/FUN DEPARTMENT, TRAIN DEPOT,  
WASTEWATER TREATMENT PLANT**

**I. General Services**

The contractor shall perform the following tasks for all administrative buildings unless otherwise specified.

**A. General Cleaning**

The following shall be performed, *twice (2) per week*.

- Empty all trash containers and replace liners and place trash in dumpster (wipe/wash as needed).
- Empty recycle bin and place in appropriate containers outside of building.
- Vacuum all carpeted areas. Spot clean if necessary.
- Sweep with chemically treated dust-mop all hard flooring.
- Mop thoroughly all hard surface floors with a chemically treated mop head.
- Remove and clean fingerprints from surfaces including glass, rails, furniture, etc.
- Thoroughly clean lobby area, including floors, walls, doors, and tables.
- Disinfect all skin-touched surfaces (e.g. light switches, door handles, drinking fountains, etc.).
- Remove cobwebs throughout city facilities.
- Report all maintenance issues in Logbook.

**B. Restroom Cleaning**

The following shall be performed, *twice (2) per week*.

- Empty all waste containers and replace trash bags.
- Clean and disinfect all toilets, toilet seats, and urinals.
- Clean base of toilets and urinals.
- Clean all restroom partitions and walls around toilets and urinals.
- Clean and disinfect all sinks and countertops.
- Clean and polish all chrome and stainless steel.
- Clean exterior/interior of all doors.
- Clean all mirrors.
- Clean and disinfect diaper-changing stations.
- Spot clean walls to remove smudges and marks.
- Refill all soap containers, paper products, toilet paper, paper towels, etc.
- Sweep and wet mop all floors, with mop designated exclusively for use in restroom facilities.

**C. Kitchen / Breakroom Cleaning**

The following shall be performed, *twice (2) per week*.

- Empty all waste containers and replace trash bags.
- Wipe down all tables, counters, and exterior appliance surfaces with appropriate cleaning agents.
- Wet mop the entire floor with mop designated exclusively for use in kitchen area.

**II. Special Services**

The contractor shall perform the following services on a scheduled basis as coordinated with City personnel for all areas.

A. Quarterly Services

- Dust window blinds and windowsills.
- High dust all air vents, tops of doors, door frames, ceiling corners and edges, etc.
- Wash down walls and base boards.
- Clean inside and outside of building windows/glass (All glass doors and panels).
- Pour water down the floor drains.
- Disinfect locker room walls.
- Deep clean showers

B. Optional Annual Services

- Strip, seal, and wax all floors.
- Clean all carpets.

**III. Additional Work**

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

- A. In the event that the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
- B. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
- C. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. The contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials, and equipment.

**BIDDERS RESPONSIBILITY**

When determining whether a Bidder is responsible, or when evaluating a bid, the following factors may be considered, any one of which will suffice to determine whether a Bidder is responsible, or the bid is the most advantageous to the City:

- A. The ability, capacity, and skill of the Bidder(s) to perform the contract or provide the equipment and/or service required.
- B. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder(s).
- C. Whether the Bidder(s) can perform the contract within the time specified.
- D. The quality of performance of previous public and private contracts or services, including, but not limited to, the Bidder's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a Bidder, within the past three years, shall be deemed to be such a failure.
- E. The previous and existing compliance by the Bidder(s) with laws relating to the contract or service.
- F. Evidence of collusion with any other Bidder(s), in which case colluding Bidder(s) will be restricted from submitting further bids on the subject project or future bids, for a period not less than three years.
- G. All employees, subcontractors or contractors performing cleaning services in any City-owned building must be submitted to pass a thorough a criminal background investigation with no convictions, other than motor vehicle offenses.

- H. The Bidder(s) has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged, or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. The Bidder(s) shall affirmatively disclose to the City all such convictions, especially of management personnel or the Bidder(s) as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole opinion and discretion, for termination for default subsequent to award or execution of the contract.
- I. If the Bidder(s) will be unable, financially, or otherwise, to perform the work.
- J. At the time of the bid opening, the Bidder is not authorized to do business in Georgia, or otherwise lacks a necessary license, registration, or permit.
- K. Any other reason deemed proper by the City.

**LIABILITY AND INSURANCE**

During the performance of the duties outlined in the Scope of Work of this Bid, the successful Bidder shall procure the following insurance, which shall be full coverage insurance not subject to self-insurance provisions, except for vehicle collision insurance and comprehensive automobile coverage and shall not, of the Contractor's initiative, cause such insurance to be cancelled or materially altered during the contract term. Bidder must provide evidence, satisfactory to the City, of the following insurance requirements:

- A. Owner requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Flowery Branch named as an additional insured hereunder.
- B. The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

|                             |                                      |
|-----------------------------|--------------------------------------|
| ▪ Workers' Compensation     | Statutory Minimum \$100,000/accident |
| ▪ Employers Liability       | \$1,000,000                          |
| ▪ Bodily Injury Liability   | \$1,000,000                          |
| ▪ Except Automobile         | \$1,000,000 aggregate                |
| ▪ Property Damage Liability | \$1,000,000 each occurrence          |
| ▪ Except Automobile         | \$1,000,000 each occurrence          |
| ▪ Automobile Bodily Injury  | \$1,000,000 each person              |
| ▪ Liability                 | \$1,000,000 each occurrence          |
| ▪ Automobile Property       |                                      |
| Damage Liability            | \$1,000,000 each occurrence          |
| ▪ Excess Umbrella Liability | \$2,000,000 each occurrence          |

**C. PROOF OF INSURANCE**

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Owner.

**D. INDEMNIFICATION**

The Contractor shall indemnify, protect, defend and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the contract by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

## **BID REQUIREMENTS / EVALUATION CRITERIA**

The City will evaluate all written submittals. It is incumbent upon the Bidder(s) to demonstrate within their bids how each requirement will be satisfied. All bids must meet the specification as outlined in this Bid. The City reserves the right to investigate the qualifications and experience of the Bidder(s), or to obtain new bids. Bids not sufficiently detailed or in an unacceptable form may be rejected by the City. Dates and documentation included in the bid become public information upon opening. Interested firms must follow the process outlined in the following pages in submitting their bid.

The following criteria, not listed in order of importance, will be used to evaluate bids.

- A. **Bid Certification** signed by an authorized official stating the proposal presents a firm offer for a 90-day period.
- B. An **overview and statement of qualifications** of the contractor's firm and proposed subcontractors, if any.
- C. An **organizational chart** for the Project Team, identifying the Project Manager, who will meet with City staff on a quarterly basis, and key work staff.
- D. A detailed **work plan, quality control program and any value-added services** to be provided.
- E. A **reference list** of similar contracts that the contractor is currently servicing or has completed in the last five years. If a subcontractor is proposed, two to three similar qualifications and references must be provided.
- F. The **proposed fee schedule** for janitorial services for each building and area. The fee proposal shall indicate the total annual fee for the work described in the contractor services proposal. The total annual fee must be itemized monthly by location and task, including contractor staff time and hourly rates, and other direct costs. The fee proposal shall be signed by an individual authorized to bind the contracting firm.

## **AWARD AND EXECUTION**

The City will select the bid that, in its sole discretion, is the most responsive and responsible bid to the City. The City reserves the right to make any award without further discussion of the bid submitted; there may be no best and final offer procedure. Therefore, the bid should be initially submitted on the most favorable terms the contractor can offer. The specification may be altered by the City of Flowery Branch based on the contractor's bid and an increase or reduction of services with the manufacturer may be negotiated before award and execution.



Should the Owner require additional time to award the Contract, the time may be extended by the mutual agreement between the Owner and the successful Bidder. If an award of Contract has not been made within ninety days of the Bid date or within the extension mutually agreed upon, the Bidder may withdraw the bid without further liability on the part of either party.

## **GENERAL CONDITIONS**

### **I. WAIVER OF TECHNICALITIES**

All items must meet or exceed specifications as stated by the City of Flowery Branch. The City of Flowery Branch reserves the right to waive any technicalities and to reject or accept any bid in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Flowery Branch. Award may be made by item number or in total. Determination of best response to bid will be the sole judgment of the City of Flowery Branch. Bids shall remain valid for ninety days from the date of bid opening.

### **II. BID REJECTION**

The City of Flowery Branch reserves the right to reject any or all bids at any time without penalty. *Any vendor, who acts as a supplier to another vendor submitting a bid and also submits a bid of their own, will be viewed as participating in Collusive behavior. This behavior displays a pattern or practice of unethical or immoral business practices. Any vendor associated with this practice may be banned from doing business with the City of Flowery Branch for up to three years.*

### **III. MODIFICATION OF BIDS**

Any clerical mistake that is patently obvious on the face of the bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the Bidders. A nonmaterial omission in a bid may be corrected if the Administrative Service Department determines that correction to be in the City's best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid opening:

- (1) Price Information; and
- (2) Any Required Insurance

### **IV. WITHDRAWAL OF BIDS**

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of a bid shall be based upon the following:

The Bidder shall give notice in writing of his claim of right to withdraw his bid due to an error within two business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price is substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetical error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The Bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

### **V. NON-ENDORSEMENT**

As a result of the selection of a vendor to supply products and/or services to the City of Flowery Branch, the City of Flowery Branch is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City of Flowery Branch in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Flowery Branch.

**VI. PROPRIETARY MATERIAL**

Any information contained in the bid that is proprietary will be neither accepted nor honored. All information contained in this bid is subject to public disclosure.

**VII. RESPONSE PROPERTY OF THE CITY OF FLOWERY BRANCH**

All material submitted in response to this request become the property of the City of Flowery Branch. Selection or rejection of a response does not affect this right.

**VIII. NO OBLIGATION TO BUY**

The City of Flowery Branch reserves the right to refrain from contracting with or purchasing from any vendor. The release of this Bid does not compel the City of Flowery Branch to purchase.

**IX. COST OF PREPARING BIDS**

The City of Flowery Branch is not liable for any cost incurred by vendors in the preparation and presentation of bids and demonstrations submitted in response to this Bid.

**X. NUMBER OF BID COPIES REQUIRED**

Vendors are to submit (1) original bid and (5) copies.

**XI. ADDENDA**

Bidders are responsible to check the City of Flowery Branch's website for the issuance of any addenda prior to submitting a bid. The address is <https://www.flowerybranchga.org/rfps>

\*\*The City of Flowery Branch is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

\*\*\* The City of Flowery Branch will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

**City of Flowery Branch  
BID CERTIFICATION**

**Bid No. 24-005 Janitorial Services for the City of Flowery Branch**

This form must be completed and signed for the bid to be considered.

With my signature, I certify that I am authorized to commit my firm to the Bid and that the information herein is valid for 90 days from this date. I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this Bid upon the City's request.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch  
Finance Office  
5410 Pine Street Flowery Branch, GA 30542

**List total monthly price per location by each location below:**

|                                                                   |              |
|-------------------------------------------------------------------|--------------|
| City Hall: 5410 Pine Street, Flowery Branch, GA 30542             | \$ _____     |
| Police Department: 5270 Railroad Avenue, Flowery Branch, GA 30542 | \$ _____     |
| Planning/Fun: 5512 Main Street, Flowery Branch, GA 30542          | \$ _____     |
| Train Depot: 5302 Railroad Avenue, Flowery Branch, GA 30542       | \$ _____     |
| WWTP: 5572 Atlanta Hwy, Flowery Branch, GA 30542                  | \$ _____     |
| <br>Total monthly price for all locations:                        | <br>\$ _____ |

**(X 12 months) = Total annual cost of services for all locations: \$ \_\_\_\_\_**

*Please attach specific pricing details that itemize monthly costs by location and task, including contractor staff time and hourly rates, and other direct costs. (In the event of discrepancies between the specific pricing details and this page, this page will be deemed to convey the contractor's accurate proposal.)*

*In the event of a miscalculation on this page between the annual sum and the monthly totals, the city will construe the correct summation of the monthly totals as being the annual cost proposal.*

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms, and conditions.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
(Person authorized to sign binding contract)

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

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Officer of Company if Corporation)

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

**Company Name:** \_\_\_\_\_