

# CITY OF MILTON REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

<b>RFP Number:</b> RFP17-PW02	<b>RFP Title:</b> Janitorial Services
<b>Due Date and Time:</b> January 17, 2017 Local Time: 2:00pm	<b>Number of Pages:</b> 76

<b>ISSUING DEPARTMENT INFORMATION</b>	
<b>Issue Date:</b> December 15, 2016	
<b>City of Milton</b> <b>Public Works</b> 13000 Deerfield Pkwy, Ste 107F Milton, Ga. 30004	<b>Phone: 678-242-2500</b> <b>Fax: 678-242-2499</b> <b>Website: <a href="http://www.cityofmiltonga.us">www.cityofmiltonga.us</a></b>

<b>INSTRUCTIONS TO OFFERORS</b>	
<b>Return Proposal to:</b>  City of Milton Attn: Honor Motes, Purchasing Office 13000 Deerfield Pkwy, Ste 107F Milton, Ga. 30004	<b>Mark Face of Envelope/Package:</b> RFP Number: RFP17-PW02 Name of Company or Firm  <b>Special Instructions:</b> Deadline for Written Questions January 5, 2017 Email questions to Honor Motes at <a href="mailto:honor.motes@cityofmiltonga.us">honor.motes@cityofmiltonga.us</a>
<b>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</b>	

<b>OFFERORS MUST COMPLETE THE FOLLOWING</b>	
Offeror Name/Address:	Authorized Offeror Signatory:  (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:
<b>OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE</b>	



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## OFFEROR'S RFP CHECKLIST

### The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Milton

1. \_\_\_\_\_ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the DOAS website at [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and on the City's website at <http://www.cityofmiltonga.us> will include all questions asked and answered concerning the RFP.
5. \_\_\_\_\_ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The submittals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.
8. \_\_\_\_\_ Check the website for RFP addenda. Before submitting your response, check the DOAS website at [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and the City website at <http://www.cityofmiltonga.us> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. \_\_\_\_\_ Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late submittal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.



**CITY OF MILTON DISCLOSURE FORM  
MUST BE RETURNED WITH RESPONSE**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

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

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

\_\_\_\_\_

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value

Description

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**RFP# 17PW-02  
PROPOSAL LETTER  
(Bidder to sign and return with proposal)**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposal (RFP) – **Janitorial Services.**

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the city.

**PROPOSAL SIGNATURE AND CERTIFICATION**

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify 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.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_



STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 the City of Milton has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

I hereby declare under penalty of perjury that the foregoing is true and correct.  
 Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_  
 (city), \_\_\_\_\_ (state).

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

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

\_\_\_\_\_  
 Name of Contractor

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

Janitorial Services  
 Name of Project

SUBSCRIBED AND SWORN BEFORE ME ON  
 THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

City of Milton, Georgia  
 Name of Public Employer

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

[NOTARY SEAL]

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

## SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	<u>December 15, 2016</u>
Deadline for Receipt of Written Questions	5 PM on <u>January 5, 2017</u>
Posting of Written Answers by City to Websites on or about	<u>January 10, 2017</u>

**RFP DUE** **No Later than 2 PM on January 17, 2017**

**NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.cityofmiltonga.us>) OR THE DOAS WEBSITE ([http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)) FOR ADDENDA AND SCHEDULE UPDATES.**

## **SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS**

### **1.0 BACKGROUND AND STATEMENT OF INTENT**

The City of Milton is accepting sealed proposals from qualified firms to provide an innovative approach to **Janitorial Services** for multiple City of Milton Facilities.

All Offerors must comply with all general and special requirements of the RFP information and instructions enclosed herein. The City may directly negotiate final terms with the selected service provider(s).

Work under this contract will commence on or about February 24, 2017.

### **1.1 SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until an offeror is selected, offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of Honor Motes. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Office: Honor Motes

Address: 13000 Deerfield Parkway, Suite 107F, Milton, GA 30004

Telephone Number: 678-242-2507

E-mail Address: honor.motes@cityofmiltonga.us

**Facilities will be open for inspection upon request. Contact Honor Motes for an appointment.**

### **1.2 REQUIRED REVIEW**

#### **A. Review RFP.**

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

#### **B. Form of Questions.**

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions in writing via email (preferred), or faxed to the procurement office referenced above on or before 5 PM on January 5, 2017. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.



C. City's Answers.

The City will provide an official written answer to all questions on or about January 10, 2017. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at:

**<http://www.cityofmiltonga.us>** or

**[http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)**

Offerors must sign and return any addendum with their RFP response.

D. Standard Contract.

By submitting a response to this RFP, offeror agrees to acceptance of the City's standard contract. Much of the language included in the standard contract reflects requirements of state law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the procurement office referenced above by the date for receipt of written/e-mailed questions or with the offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP.

E. Mandatory Requirements.

To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. The City will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

### 1.3 TERM OF THE AGREEMENT

The term of this Agreement shall commence on or about March 1, 2017 and shall automatically renew, in accordance with the contract documents, each year for an initial term of three (3) years. Upon mutual agreement of both parties the Agreement may be extended on an annual basis for an additional five (5) years.

## 1.4 SUBMITTING A PROPOSAL

Each proposal shall provide a straightforward and concise explanation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content.

Proposals shall be submitted in two (2) individually sealed envelopes, one containing the proposal and the other containing the cost proposal. Both envelopes shall be submitted in one sealed and marked package and delivered to city hall by the time and date established in this RFP. The City will score all proposals before evaluating the costs.

### A. Submittal Requirements.

Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. City of Milton Contractor Affidavit and Agreement (eVerify) (signed)
5. Proposal.

Each Proposal Shall be:

- a. No more than ten (10) single sided pages (5 pages if double sided).
  - i. Cover page(s), table of contents, tabs, and required forms do not count toward the page limit.
- b. Minimum of 11 point font

Each Proposal Shall Contain:

- a. Corporate background and qualifications to perform the services required by this RFP.
- b. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  - i. Describe any attributes, special capabilities or resources available in the firm.
- c. An implementation plan that describes in detail the methods, including controls by which your firm or entity manages projects of the type sought by this RFP;
- d. Project Team:
  - i. Project staffing proposals. Include resumes of key project personnel, i.e. project managers and team leaders.

- ii. Describe the firm's approach to fill staff positions during vacation, illness, attrition, etc...
  - e. Work Plan – provide an anticipated project schedule, any anticipated challenges, and any innovative approaches that may be implemented to provide a more efficient delivery of services. Project schedule should identify all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  - f. Related Projects and References
    - i. Describe at least 3 similar projects with references.
    - ii. Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the Janitorial/Janitorial services as of the date of submission of your response to this Request for Proposal.
- 6. Pricing (See Section 5)
- 7. Applicable Addenda Acknowledgement Forms (if necessary)

Offerors must organize their proposal into sections that follow the format of Section 1.4 and Section 5.0.

- B. Failure to Comply with Instructions.

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.
- C. Copies Required and Deadline for Receipt of Proposals.

One original and five (5) copies of each proposal (plus a CD) should be provided to the City. Proposals must be received at the receptionist's desk prior to **2:00 PM, local time, January 17, 2017**. Emailed responses to requests for proposals are not acceptable. Proposals will be opened at approximately 2:05 pm and names of offerors will be announced.
- D. Late Proposals.

Regardless of cause, late proposals will not be accepted and

will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

## **1.5 OFFEROR'S CERTIFICATION**

### **A. Understanding of Specifications and Requirements.**

By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

### **B. Offer in Effect for 120 Days.**

A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

## **1.6 COST OF PREPARING A PROPOSAL**

### **A. City Not Responsible for Preparation Costs.**

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal.

### **B. All Timely Submitted Materials Become City Property.**

All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

## **SECTION 2: RFP STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFP is issued under the authority of the City of Milton. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### **2.1 OFFEROR COMPETITION**

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

### **2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

#### **A. Public Information.**

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of proposals has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

#### **B. Procurement Officer Review of Proposals.**

Upon opening the proposals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the proposal.
2. The proposal does not contain confidential material in the cost or price section.
3. An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. Please contact Honor Motes for additional information.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee

members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

## **2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS**

### **A. Initial Classification of Proposals as Responsive or Nonresponsive.**

Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

### **B. Determination of Responsibility.**

The procurement office will determine if an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

### **C. Evaluation of Proposals.**

The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

### **D. Completeness of Proposals.**

Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.

After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the proposal. Oral presentations and demonstrations, if requested, shall be at the offeror's expense.

F. Best and Final Offer.

The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.

The evaluation committee will provide a written recommendation for contract award.

H. Request for Documents Notice.

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place.

I. Contract Negotiation.

The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring offeror.

J. Contract Award.

Contract award, if any, will be made to the offeror who provides all required documents, provides the best overall value to the city and successfully completes contract negotiation.

**2.4 RIGHTS RESERVED**

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- A. Cancel or terminate this RFP,
- B. Reject any or all proposals received in response to this RFP,
- C. Award a contract to the vendor that provides the best overall value to the city,
- D. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal,
- E. Not award if it is in the best interest of the City not to proceed with contract execution; or
- F. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.



## SECTION 3: SCOPE OF PROJECT

### 3.1 Background

The City of Milton is located in the northern portion of Fulton County and has a current population of approximately 37,547 with a total land area of 39 square miles. The City provides municipal Public Works services through a public-private partnership model and is looking for qualified vendors to provide janitorial services for the following facilities:

1. City Hall – 2006 Heritage Walk (New Facility-Vendors should be aware that Heritage Walk is a new road that is currently under construction)
2. Broadwell Pavilion – 12615 Broadwell Road
3. Bethwell Community Center – 2695 Hopewell Rd
4. Thomas S. Byrd Sr. House – 15690 Hopewell Road

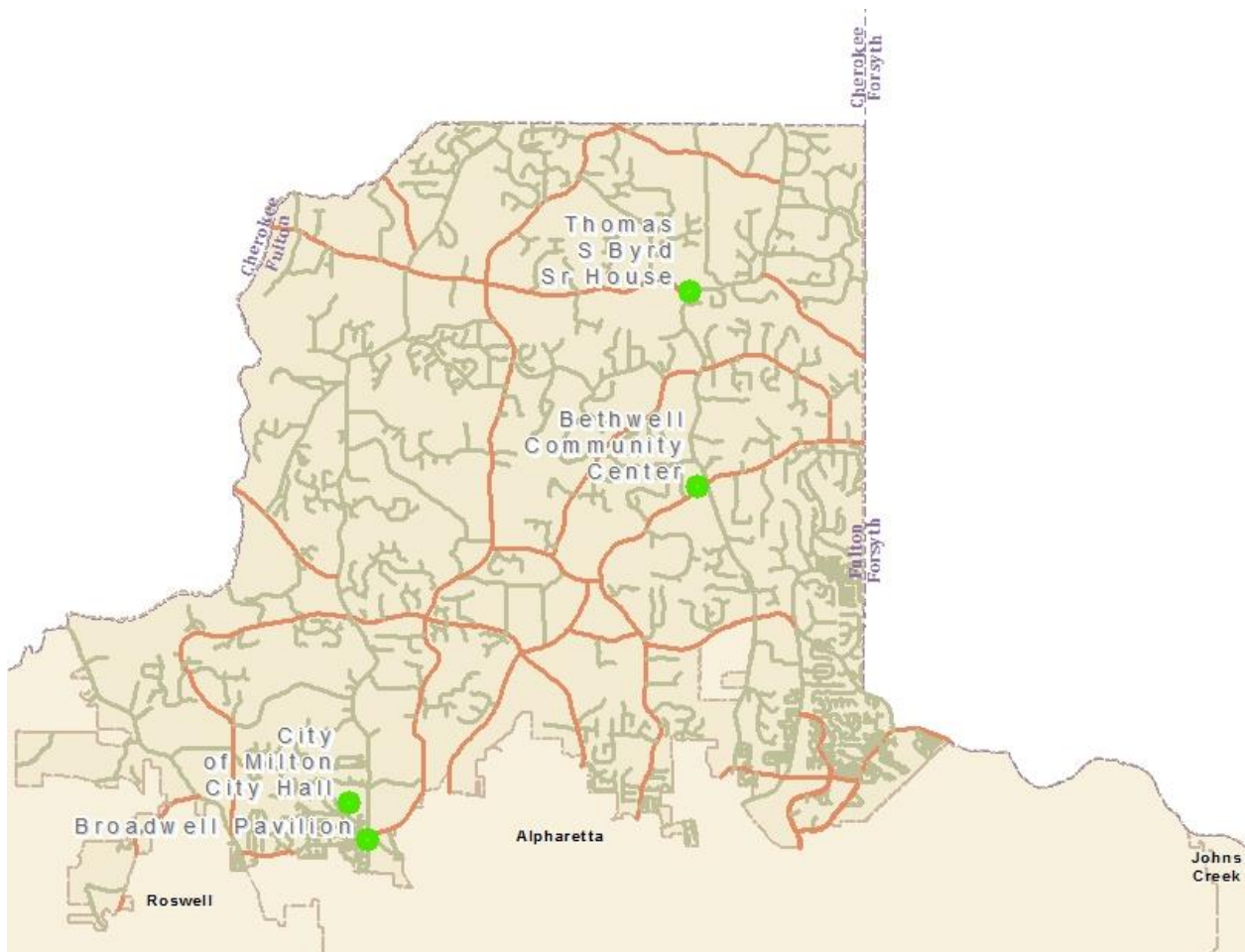


Figure 3.1.1 – Facility Locations

### 3.2 General Conditions

1. The City of Milton (City), is seeking written proposals from qualified vendors to provide janitorial services for various facilities owned and operated by the City of Milton. The objectives of the City are to secure a timely, consistent, and cost effective janitorial contract from one Contractor, to ensure clean and safe office facilities for employees and customers doing business with the City. The work covered in this specification includes furnishing all labor, equipment and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices, will be provided. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome and provide the best overall value to the City.
2. Square footage of each facility is provided for reference purposes only. Potential proposers should verify square footage and other facility characteristics by personal on-site inspection. Square footage is not the primary indicator of required service levels; proposers should read the specific facility requirements and speak with the designated site contact(s) about the required tasks. By submittal of a proposal, the proposer acknowledges it has performed personal inspections of each work site, and has evaluated the contract services to be provided. The proposer, if awarded the contract, accepts the premises in their present physical condition and agrees to make no demands upon the City for any improvements or alterations thereof.
3. The Janitorial Services contractor is responsible for the cleanliness and sanitation of the building. The description of each service area is to be used as a guideline for the Janitorial Services contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Janitorial Services contractor.
4. The intent of this specification is to define the janitorial services requirements for various facilities owned and operated by the City of Milton included in this contract. On the Job Specification Pages for each

facility both the task descriptions and the number of days per week, month or year that each task is to be performed are itemized.

5. Notwithstanding any other provisions of this proposal, the Janitorial Services contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified in this RFP. Such warranties shall include performance, workmanship, labor, and materials.
6. Subcontracting: No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the City. Requests to subcontract all or any portion of services required by this contract will be submitted to the City's Facilities & Maintenance Supervisor, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services shall have successfully passed a background check prior to commencing work. Contractor shall bear the expense of any subcontractor background checks. The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

### **3.3 Performance Standards**

1. The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include, but are not limited to: floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows and glass walls shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary

levels of a hospital.

2. It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the City is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
3. The City's Facility Maintenance Supervisor or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The City's Facility Maintenance Supervisor shall also notify the Contractor of written complaint(s) received from building occupants.
4. The City's Facility Maintenance Supervisor or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.
5. Major problems require immediate attention, and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The City's Facility Maintenance Supervisor or designee shall have authority to classify a complaint as major or minor.
6. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc.

*Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.*

7. Proof of performance and adherence to specifications shall be upon the Contractor. Support such as test results, technical data, or other pertinent information shall be supplied by the Contractor at no cost to the City. The City shall be the sole judge as to the adequacy of supporting documentation.
8. Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required nightly, weekly or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin termination proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two (2) hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three (3) occurrences. If the Contractor does not respond in two (2) hours, the City's Facility Maintenance Supervisor may exercise the City's right to terminate for default.
9. Failure of the Contractor to appear on any scheduled workday without the advance approval of the Facility Maintenance Supervisor, or his designee, shall result in the deduction of the total daily cost for that location.
10. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.
11. Expectation: The contractor shall render the City facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste.
12. Frequency: Janitorial services shall be provided as directed in Section 3.4. For City Hall and the Thomas S. Byrd Sr. House the services shall be

provided in the evening (Monday through Friday) excluding City-recognized holidays. Some weekend, after hours, or evening work may be required to accomplish tasks such as carpet shampooing, floor stripping and waxing, and window washing. The task and frequency schedule indicates the minimum acceptable cleaning frequencies. The contractor shall in no way interfere with the normal work of City employees.

13. Holidays: The following eleven (11) days are City holidays on which Contractor may need to provide service. All City facilities are dynamic due to their programmed use; and some locations will require service on holidays, and others will not. Maintenance Services will provide a schedule of which building will require holiday service.

New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day and one day designated by the city manager each year.

*NOTE: It is expected that the awarded contractor shall be aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of City business.*

14. Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the City and the Contractor. All such changes will be processed through the purchasing department. The City reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.
15. Deficient Performance: City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the

value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the Maintenance Services Manager to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the City.

16. Liquidated Damages in the form of a one percent (1%) deduction of the base monthly cost per occurrence, per day, until the deficiency is corrected, will occur as a result of the following events:

- a. A task is found deficient (either not performed or found unsatisfactory) by the City and not corrected within two (2) hours of notification (either by phone or email), to the satisfaction of the City, either by the Contractor or an alternate source. Tasks found incomplete or unsatisfactory on any scale shall be considered deficient. Examples of deficiencies include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in any size area, offices not cleaned, trash not removed, etc.
- b. Repeated (two or more) occurrences of complaints/deficiencies within the same month.
- c. Non-compliance to any City-specified and/or Contractor-supplied job schedules, without proper notification of disruption in schedule (see Section III-E).
- d. Failure to submit complete and accurate schedules and/or daily reports within the required time frame.
- e. Failure of the Contractor to appear on any scheduled workday without the advance approval of the City.
- f. If the Contractor fails to correct the deficient work within the two (2) hour time period, the City reserves the right to have the work performed by an alternate source at Contractor's expense.
- g. The City shall give the Contractor notification of a deduction via email or phone for unresolved deficiencies or repeated complaints and/or deficiencies.
- h. The City may choose to issue a final warning before a deduction is issued.
- i. Repeated instances of non-performance by the Contractor will be

grounds for termination of the contract by the City.

### **3.4 Contractor's Responsibility**

1. Adherence to All Local, State and Federal Laws and Requirements.  
The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances.
2. Key Personnel. It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
  - a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - b. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
3. The Contractor shall be responsible for, but not limited to, the following:
  - a. adherence to schedules
  - b. maintenance or replacement of cleaning equipment
  - c. notifying City of any personnel changes
  - d. training of new personnel
4. Supervisors. The Contractor shall provide qualified supervision in all areas of operations. The supervision shall work with city personnel in planning and scheduling work for completion of tasks.
5. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. The Contractor shall designate in writing to the City's Facility Maintenance Supervisor, the name of the person assigned as the Contractor's Project Manager with



full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 a.m. through 5:00 p.m. The Contractor's Project Manager shall be the contract supervisor. Two (2) working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

6. The Contractor shall have a competent working supervisor on the job at all times when janitorial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Facility Maintenance Supervisor, for repeated non-compliance of these requirements.
7. Contractor shall meet in conference with the City's Facility Maintenance Supervisor or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. At a minimum, inspection reports for the previous one month period shall be reviewed by the City's Facility Maintenance Supervisor or designee and the Contractor's Project Manager at the first meeting of the following month.
8. Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Facility Maintenance Supervisor immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

9. The Contractor's employees who will work in buildings owned by the City shall be required to be cleared through the City of Milton Police Department prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Milton Purchasing Manager, the Contractor must supply personnel information within ten (10) working days.
10. All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
11. All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and City. Uniforms will at all times be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities.
12. No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.
13. The City requires the Contractor to remove all Contractor personnel from

City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

14. The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.
15. Unauthorized Personnel Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.
16. Prohibited Items Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.
17. City & Personal Property of City Personnel. The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets.

Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Facility Maintenance Supervisor within twenty-four (24) hours.

18. Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '911') and notification to the Milton Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.
19. Care of Facilities Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Emergency Center by dialing 911 and shall then call the Facility Maintenance Supervisor, or his designee, immediately. Contractor shall report all required non-emergency repairs by contacting the Facility Maintenance Supervisor, or his designee.
20. Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Facility Maintenance Supervisor or his/her designee. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the Contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the Contractor is in the space. The Contractor is not to block open occupant or exterior doors for any reason. The Contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel.

Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

21. The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the Contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.
22. Where applicable, the Contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should Contractor, while in the process of entering or leaving the facility, misuse the security alarm system.
23. The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.
24. The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.
25. The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Milton in writing.
26. Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress, and turning off all lights when work is completed.

27. Employee Training Program. The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

- a. Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
- b. Contract specification cleaning requirements, including the use of Green Seal certified cleaning products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals. This training will be performed at each facility;
- c. Safe work habits;
- d. Safe use of cleaning chemicals (right-to-know) MSDS Sheets;
- e. Safe use of cleaning equipment;
- f. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment;
- g. Proper handling of hazardous materials and biological waste (blood-borne pathogens);
- h. Recognizing hazardous or other materials, which are not allowed for use in this contract.
- i. Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the City facilities. Documentation of training completion shall be submitted to the City's Facility Maintenance Supervisor.

28. The Contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings. The Contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to mops, brooms, buffers, ladders, hoses, vacuum cleaners, cleaning rags, and all other cleaning equipment. The City reserves the right to inspect equipment to be used to

perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the Contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

29. **Materials & Supplies.** All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply or tool which may damage City property or which may be a risk to employees, the public, or others using City facilities.
30. The City will supply all, and cleaning chemical supplies to the Janitorial Services contractor. The Janitorial Services contractor shall supply all equipment and paper products, i.e. toilet paper, paper towels, toilet seat covers, disposable trash bags, and hand soap. City shall also provide at its expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in this section of the RFP document.
31. **Cleaning Schedule**
  - a. Cleaning shall not start earlier than thirty (30) minutes after the end of normal business hours as related to each facility. These times are subject to change under the direction of the City's Facility Maintenance Supervisor. For those facilities that are not regularly occupied, Broadwell Pavilion and Bethwell Community Center, the Contractor may propose an alternate cleaning schedule as may be approved by the City.
  - b. The Contractor shall provide the City's Facility Maintenance Supervisor a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
  - c. In the event an evening meeting is being conducted in a facility,

the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 12:00 a.m. All cleaning shall be completed before the start of next normal business day.

- d. The Contractor shall maintain a schedule for floor stripping, waxing, carpet cleaning and hot water extraction for all City facilities, and provide to the City's Facility Maintenance Supervisor a copy of the monthly completed and scheduled work on the first workday of every month.
- e. The Contractor shall maintain a schedule for quarterly interior and exterior window washing and provide to the City's Facility Maintenance Supervisor a copy of the scheduled work a minimum of two (2) weeks in advance, and a copy of the quarterly completed work on the first workday following completion of work.

32. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

33. The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.

34. In computing any period of time established under this contract, except as may be otherwise specified, when referring to a period of time of ten (10) days or less the word "days" means business days (excluding City



holidays), and when referring to a period of time of more than ten (10) days means calendar days.

### 3.5 Facility Services

#### 1. City Hall - 2006 Heritage Walk

The City Hall is a 30,400 sf facility and a 1,600 sf Community Building that will be cleaned in accordance with the following schedule and the requirements outlined in this RFP. Cleaning shall include the Community Building located adjacent to the main facility.

Contractor shall empty all trash into the internal City provided trash cans and moved to the curb twice per week.

<b>Area Requirements (INCLUDES COMMUNITY BUILDING)</b>	<b>Weekly</b>	<b>Monthly</b>
<b>GENERAL</b>		
Move all trash cans to the curb	2x	
<b>BUILDING ENTRANCES, LOBBY, COUNCIL CHAMBER &amp; STAIRWELLS</b>		
Detail entry glass doors	5x	
Empty trash/replace liners	5x	
Dust/clean lobby furniture	5x	
Maintain debris-free entries	5x	
Empty ashtrays, urns	5x	
Vacuum carpeted areas/mats	5x	
Mop all tile/VCT floors with appropriate method for the surface	5x	
Sweep and mop stairs (if applicable)	1x	
Dust or dampwipe hand rails and signs (if applicable)	5x	
Wipe down doorknobs and signs	5x	
Spot clean walls/doors	5x	
Detail vacuum corners/edges	5x	
Clean walls, doors, frames, switches, baseboards, high and low dust	1x	
Move all furnishings in the council chambers and vacuum all carpeted areas		1x
<b>RESTROOMS/SHOWER</b>		
Empty trash/replace liners	5x	
Clean/disinfect counters	5x	
Clean/disinfect all fixtures	5x	
Clean/shine mirrors	5x	
Clean/fill all dispensers	5x	

Sweep and mop floors	5x	
Dust all horizontal surfaces	5x	
Spot clean walls and partitions	5x	
Clean/disinfect changing table	5x	
Spot clean walls, doors, frames, switches	5x	
Dust vent covers and light fixtures	1x	
Clean baseboards, high and low dust	1x	
Pour water down floor drains	1x	
<b>OFFICE AREAS</b>		
Empty trash/replace liners	5x	
Dust furniture without moving files/paperwork	5x	
Dust partition tops, wall hangings, ledges, & other horizontal surfaces within reach	1x	
Vacuum carpet traffic areas and spot clean as needed	5x	
Sweep floors and mop with appropriate method for the surface	5x	
Properly arrange office furniture	5x	
Spot clean all glass	5x	
Remove all fingerprints and smudges from doors and light switches	5x	
Secure doors and turn off lights	5x	
Dust vent covers and blinds		1x
Detail vacuum corners/edges		1x
Clean baseboards, high and low dust		1x
<b>KITCHEN/BREAKROOMS</b>		
Empty trash/replace liners	5x	
Clean/disinfect counters and sinks	5x	
Empty and clean coffee maker	5x	
Sweep and mop floors	5x	
Clean tables and chairs	5x	
Wipe exterior of cabinets, appliances, and inside of microwave	5x	
Dust horizontal surfaces	5x	
Clean and refill dispensers	5x	
Dust vent covers and blinds		1x
Walls, doors, frames, switches, baseboards, high and low dust		1x
<b>ELEVATORS</b>		
Clean elevator doors and walls (interior and exterior)	5x	

Vacuum, spot clean carpet or floor	5x	
Maintain tracks debris free	5x	
<b>JANITORIAL CLOSET</b>		
Organize and maintain	5x	

**2. Broadwell Pavilion – 12615 Broadwell Road**

The Broadwell Pavilion is an open air pavilion with two (2) restroom facilities. The facilities will be checked and cleaned on a daily basis. All trash will be removed and legally disposed of by the Contractor.

<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>
<b>RESTROOMS</b>		
Empty trash/replace liners	5x	
Clean/disinfect counters	5x	
Clean/disinfect all fixtures	5x	
Clean/shine mirrors	5x	
Clean/fill all dispensers	5x	
Sweep and mop floors	5x	
Dust all horizontal surfaces	5x	
Spot clean walls and partitions	5x	
Clean/disinfect changing table	5x	
Spot clean walls, doors, frames, switches	5x	
Dust vent covers and light fixtures	1x	
Clean baseboards, high and low dust	1x	
Pour water down floor drains	1x	

**3. Bethwell Community Center – 2695 Hopewell Road**

The Bethwell Community Center is a 1,100 sf facility that runs periodic programs and will be priced two (2) ways. The first as vacant cleaning services and the second as an occupied space. Option 2 will be priced as an add alternate to be executed by the City at any time during the term of the contract if the space becomes occupied by a vendor. All trash will be removed and legally disposed of by the Contractor.

**Option 1. Vacant Cleaning Services**

Under this option the facility will be checked a minimum of once per week and immediately prior to and immediately after facility rentals. All of the services required as an occupied space will be checked and completed once per week.

## Option 2. Occupied Space

<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>
<b>Main Area</b>		
Detail entry doors	3x	
Empty trash/replace liners	3x	
Sweep front porch remove cobwebs	1x	
Maintain debris-free entries	3x	
Dustmop floors with appropriate method for the surface	3x	
Dust or dampwipe hand rails and signs (if applicable)	3x	
Wipe down doorknobs and signs	3x	
Spot clean walls/doors	3x	
Clean walls, doors, frames, switches, baseboards, high and low dust	1x	
Clean disinfect counters and sinks	3x	
<b>RESTROOMS</b>		
Empty trash/replace liners	3x	
Clean/disinfect counters	3x	
Clean/disinfect all fixtures	3x	
Clean/shine mirrors	3x	
Clean/fill all dispensers	3x	
Sweep and mop floors	3x	
Dust all horizontal surfaces	3x	
Spot clean walls and partitions	3x	
Spot clean walls, doors, frames, switches	3x	
Dust vent covers and light fixtures	1x	
Clean baseboards, high and low dust	1x	
<b>JANITORIAL CLOSET</b>		
Organize and maintain	3x	

#### 4. Thomas S. Byrd Sr. House – 15690 Hopewell Road

The Thomas S. Byrd Sr. House is a 2,500 sf facility operated by North Fulton Senior Services. The facility will be checked and cleaned on a daily basis. All trash will be removed and legally disposed of by the Contractor.

Area Requirements	Weekly	Monthly	Annually
<b>BUILDING ENTRANCES, LOBBY, ENTRYWAYS, &amp; STAIRWELLS</b>			
Detail all entry glass doors	5x		
Empty trash/replace liners	5x		
Dust/clean lobby furniture	1x		
Maintain debris-free entries	5x		
Dustmop hardwood floors with appropriate method for the surface	1x		
Dust or dampwipe hand rails and signs (if applicable)	5x		
Wipe down doorknobs and signs	5x		
Spot clean walls/doors	5x		
Detail vacuum corners/edges	1x		
Clean walls, doors, frames, switches, baseboards, high and low dust	1x		
<b>RESTROOMS</b>			
Empty trash/replace liners	5x		
Clean/disinfect counters	5x		
Clean/disinfect all fixtures	5x		
Clean/shine mirrors	5x		
Clean/fill all dispensers	5x		
Sweep and mop floors	5x		
Dust all horizontal surfaces	5x		
Spot clean walls and partitions	5x		
Clean/disinfect changing table	5x		
Spot clean walls, doors, frames, switches	5x		
Dust vent covers and light fixtures	1x		
Clean baseboards, high and low dust	1x		
<b>OFFICE AREAS</b>			
Empty trash/replace liners	5x		
Dust furniture without moving files/paperwork	5x		
Vacuum Carpet	1x		

<b>KITCHEN/BREAKROOMS</b>			
Empty trash/replace liners	5x		
Clean/disinfect counters and sinks	5x		
Sweep and mop floors	5x		
Clean tables and chairs	5x		
Wipe exterior of cabinets, appliances, and inside of microwave	5x		
Dust horizontal surfaces	5x		
Clean and refill dispensers	5x		
Dust vent covers and blinds		1x	
Walls, doors, frames, switches, baseboards, high and low dust		1x	
<b>JANITORIAL CLOSET</b>			
Organize and maintain	5x		

## **SECTION 4: OFFEROR QUALIFICATIONS**

### **4.0 CITY'S RIGHT TO INVESTIGATE**

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

### **4.1 OFFEROR INFORMATIONAL REQUIREMENTS**

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.



**SECTION 5: COST PROPOSAL**



MUST BE RETURNED WITH PROPOSAL

One (1) original and five (5) copies shall be submitted in a **separate, sealed envelope** before the required deadline. The offerors cost proposal shall be signed by an authorized agent of the company. There is no maximum page limit to section 5.

The undersigned bidder, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

The initial term may be prorated to match our fiscal year which will begin October 1, 2017.

**Total First Year Annual Price (Row 7 from the Facility Pricing Sheet)**

\$\_\_\_\_\_

**Print Total Price in Words** \_\_\_\_\_

Print/Type Company Name Here:

\_\_\_\_\_

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_

Print/Type Name\_\_\_\_\_

Print/Type Title\_\_\_\_\_

## Facility Pricing Sheet

### Instructions

Add price per square foot for janitorial services and the total monthly cost to provide all services outlined in this RFP for each facility. For the Bethwell Community Center the vacant space option will be used in the monthly and annual price calculation. Contractor will provide an add alternate price if the space becomes occupied at any time during the term of this contract.

Item	Facility	Area (sf)	Price/sf/month	Total Monthly Cost
1	City Hall	30,400		
2	Community Building	1,600		
3	Broadwell Pavilion	2 bathrooms		
4	Bethwell Community Center - Option 1 (Vacant Cleaning Services)	1,100		
5	Thomas S. Byrd Sr House	2,700		
6	Total Monthly Cost for all Services (add monthly costs for each facility. Add monthly costs from rows 1-5)			

<b>7</b>	<b>First Year Annual Cost (Row 6 X 12 months)</b>	
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**[Costs continued on the Following Page]**

**Add/Alternate Cost of Bethwell Community Center Option 2. This will be used to amend the contract terms if the City has a regular vendor to use the space.**

<b>Facility</b>	<b>Area</b>	<b>Price/sf/month</b>	<b>Total Monthly Cost</b>
<b>Bethwell Community Center - Option 2 as an occupied space</b>	<b>1,100</b>		

**In any subsequent year the City may consider reasonable price increases upon justification from the Contractor. Any such increases must be presented in writing to the City at least ninety (90) calendar days prior to the end of the contract term.**

**Supplemental Costs: Supplemental costs may be used during the term of the contract at the discretion of the City and are not to be considered in the annual costs.**

<b>Item</b>	<b>Price per square foot</b>
<b>Carpet Cleaning</b>	
<b>Strip and Refinish VCT</b>	
<b>Machine Scrub and Clean Tile Floor</b>	

## SECTION 6: EVALUATION CRITERIA

### 6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

- A selection team for the City will initially evaluate and score all proposals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.
- Cost Proposals will be reviewed after the review process.

The City reserves the right to award the contract to the most responsible and responsive proposal that the City determines provides the best value with price and other factors being considered.

#### Proposal Evaluation Criteria

Qualifications of Key Personnel Staffing Plan Team Member Resumes Available Equipment Response capabilities	<b>20 pts.</b>
Company History and Capability Experience with similar projects Company Stability	<b>30pts.</b>
Innovative or Creative Approaches to Providing the Services that may Provide Additional Efficiencies or Increased Performance Capabilities	<b>10 pts.</b>
Cost Proposal Must be submitted in a separate sealed envelope	<b>40 pts.</b>

## **SECTION 7: STANDARD CONTRACT INFORMATION**

### **7.0 STANDARD CONTRACT**

The City's standard contract is attached to this document as Appendix A. Offerors should notify the City of any terms within the standard contract that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring offeror at the time of contract negotiation.

### **7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS**

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated between the City and the highest scoring offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

### **7.2 SUBCONTRACTORS**

The highest scoring offeror will be the prime consultant if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Consultant shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

### **7.3 GENERAL INSURANCE REQUIREMENTS**

See sample contract.

### **7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

The Consultant is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither

the Consultant nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

#### **7.5 COMPLIANCE WITH LAWS**

The Consultant must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Consultant subjects subcontractors to the same provision. The Consultant agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

#### **7.6 CONTRACT TERMINATION**

See sample contract.

# STANDARD CONTRACT

## Included for Reference Only

### City reserves the right to make changes to this contract

#### CUSTODIAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ [INSERT DATE] (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (hereinafter referred to as the "City"), and \_\_\_\_\_ [INSERT FULL LEGAL NAME OF CONTRACTOR], a \_\_\_\_\_ [INSERT STATE WHERE CONTRACTOR ENTITY WAS FORMED (E.G., GEORGIA) AND THE TYPE OF ENTITY (E.G., CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, ETC.)], (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

#### WITNESSETH:

**WHEREAS**, City desires to retain Contractor to provide public works services in one or more Project(s) (defined below); and

**WHEREAS**, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement; and

**WHEREAS**, Contractor has familiarized itself with the nature and extent of the Agreement, the Project(s), and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

**NOW, THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

#### I. SCOPE OF SERVICES AND TERMINATION DATE

**A. Agreement.** The Agreement shall consist of this Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit "A"** – City Solicitation Documents
- Exhibit "B"** – Contractor Response/Proposal
- Exhibit "C.1"** – Project 1 Scope of Work
- Exhibit "C.2"** – Project 2 Scope of Work
- Exhibit "C.3"** – Project 3 Scope of Work
- Exhibit "D"** – Contractor Affidavit
- Exhibit "E"** – Subcontractor Affidavit
- Exhibit "F"** – Key Personnel
- Exhibit "G.1"** – Performance Bond
- Exhibit "G.2"** – Payment Bond
- Exhibit "H"** – Non-Collusion Affidavit

#### B. Project Description.

This Agreement contemplates multiple separate "Projects," each subject to the general terms of this Agreement and each described in a separate Scope of Work at **Exhibit "C."**

C. **The Work.** The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in each Project Scope of Work provided in **Exhibit "C"**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit "C"**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

D. **Timing and Term of Agreement.** Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Agreement shall terminate, on September 30, 2017, unless sooner terminated as provided herein. This Agreement shall automatically renew for an additional twelve (12) month term unless either party provides written notice of nonrenewal at least thirty (30) days prior to the expiration of the current term. The Lease Agreement shall automatically renew no more than \_\_\_\_\_[insert number of terms] times.

## II. WORK ORDERS

A. **Work Order Defined.** In addition to the basic services specified in each Project's Scope of Work, the City may issue orders ("Work Orders") requesting performance of specific items of Work at unit prices established by this Agreement.

B. **Issuance of Work Orders.** The City's Representative, as identified herein, shall be authorized to act on the City's behalf with respect to Work Orders. All Work Orders shall be in writing and issued by the City's Representative or his or her delegate, and accepted in writing by the Contractor's Representative or his or her delegate. Each Work Order shall specifically identify the location and nature of the requested Work. Before accepting a Work Order reasonably expected to involve more than \$5,000 of Work, the Contractor shall provide a cost estimate. A revised cost estimate must be approved in writing by the City's Representative before Contractor may exceed the initially-estimated price for the Work. The City shall follow its procurement policy in processing Work Orders.

## III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in Work performed compared to Work ordered shall be clearly communicated to City *before charges are incurred* and necessary changes shall be handled through Work Orders as described in Section II above. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff.

B. **Project Price.** The amount paid under each Project for Work performed and reimbursement for costs incurred shall be the price for the basic work, as set forth in **Exhibit "C"**, plus the cost of performing all approved Work Orders at the unit prices set forth in **Exhibit "C"**.

## IV. PERFORMANCE REVIEW

A. **Performance Monitoring.** City may inspect the timeliness and quality of Contractor's Work at any time. If City notifies Contractor of any improperly-performed Work or late performance of Work, Contractor shall correct the deficiencies at no additional cost to the City.

B. **Performance Review Meetings.** Representatives for City and Contractor shall meet regularly every three months to review Work performance, at no additional cost to City. In the event of a serious or



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repetitive deficiency, the City may inform Contractor that it is on Probation status; while on such status, City and Contractor shall meet every month to review performance, at no additional cost to City. Contractor shall remain on Probation status until two successive months of acceptable performance have elapsed.

**C. Liquidated Damages.** Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that City will suffer loss, inconvenience and additional administrative burden if the Work is not completed timely and properly. The City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed as required. If the City reasonably determines that the Contractor's performance deficiencies have not been solved by the end of any month while on Probation status, the City shall so inform the Contractor at the monthly meeting. As liquidated damages for nonperformance (but not as a penalty), the City shall be entitled to 10% of the Project's invoiced bill for the month in question. If, at the end of the Term, the Contractor has spent fewer than three months of the Term on Probation status and is not then on Probation status, the City shall refund any liquidated damages amounts withheld to the Contractor. This liquidated damages provision shall not take the place of any of City's other contractual rights, including the right to terminate this Agreement for cause.

**D. Replacement of Unsatisfactory Workers.** Contractor shall promptly remove and permanently replace any employee or subcontractor declared by the City to be unsuitable to provide Work under this Agreement, including for reasons of chronic tardiness or absenteeism, improper job attire, unprofessional attitude or behavior, or demonstrated inability or unwillingness to properly perform Work. The City shall have absolute discretion in making this determination, provided it does not act in bad faith. Contractor's failure to comply with this provision shall constitute a material breach of this Agreement.

## V. COVENANTS OF CONTRACTOR

**A. Expertise of Contractor; Licenses, Certification and Permits.** Contractor accepts the relationship of trust and confidence established between it and City, recognizing that City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City. This provision shall survive termination of this Agreement.

**B. Budgetary Limitations.** Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's profession and industry, Contractor will give written notice immediately to City.

**C. City's Reliance on the Work.** Contractor acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, City bears no responsibility for Contractor's Work performed under this Agreement. Contractor acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement.

**D. Contractor's Reliance on Submissions by City.** Contractor must have timely information and input from City in order to perform the Work required under this Agreement. Contractor is entitled to rely

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upon information provided by City, but Contractor shall provide immediate written notice to City if Contractor knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

**E. Contractor's Representative.** \_\_\_\_\_ [INSERT NAME] shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

**F. Assignment of Agreement.** Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Contractor shall be solely responsible for reimbursing them, and City shall have no obligation to them.

**G. Responsibility of Contractor and Indemnification of City.** Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**H. Independent Contractor.** Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Contractor or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the

Work related to this Agreement.

Inasmuch as City and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Contractor agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

**I. Insurance.**

- (1) **Requirements:** Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) **Minimum Limits of Insurance:** Contractor shall maintain the following insurance policies with coverage and limits no less than:
  - (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If a general aggregate limit applies, the general aggregate limit shall be at least twice the required occurrence limit.
  - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (c) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts. **[Required if any professional services will be provided.]**
  - (d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
  - (e) Commercial Umbrella Liability Coverage: \$ \_\_\_\_\_  
(\_\_\_\_\_) **[INSERT AMOUNT OF COVERAGE REQUIRED, IF ANY, OR STATE "N/A" IF NOT APPLICABLE]** per occurrence shall be provided and will

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apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.

[CITY MAY INCLUDE OTHER INSURANCE REQUIREMENTS, DEPENDING UPON THE TYPE OF PROJECT AT ISSUE (E.G., EMPLOYEE DISHONESTY/ CRIMES COVERAGE IF CONTRACTORS HAVE ACCESS TO CITY BUILDINGS).]

- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
- (a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage:
- (i) Additional Insured Requirement. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects; liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
  - (ii) Primary Insurance Requirement. Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
  - (iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
  - (iv) Separate Coverage. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
  - (v) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
  - (vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
  - (vii) Incorporation of Indemnification Obligations. Policies shall include

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an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section V(G) of this Agreement.

(b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.

(c) All Coverages.

(i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.

(iii) If higher limits are maintained by Contractor than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.

(5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) Verification of Coverage: Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Contractor's Duty to Provide Notice of Reduction in Coverage: Contractor shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. Contractor shall require the same notice to the City in all subcontractor contracts.

(8) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited

to, naming the Insured Parties as additional insureds.

- (9) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (10) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.
- (11) Progress Payments: The making of progress payments to Contractor shall not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

**J. Bonds.** If one or more Projects of this Agreement involve city road maintenance or repair services, the Contractor shall provide Performance and Payment bonds on the forms attached hereto as "**Exhibits G.1 and G.2**" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Bonds shall be maintained in the minimum amount of \$100,000.00. If the value of the Contractor's Work relating to road maintenance or repair services in a given Term exceeds \$100,000.00, the bonded amount shall be increased accordingly to meet 100% of the value of the Work relating to road maintenance or repair in that Term. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**K. Non-Collusion Affidavit.** If one or more Projects of this Agreement involve city road maintenance or repair services, the Contractor's officers, partners or employees responsible for bidding for the Work (as may be required to comply with O.C.G.A. § 32-4-122 and § 36-91-21 (e)) shall complete and return to City the Non-Collusion Affidavit attached hereto as "**Exhibit H.**"

**L. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Contractor shall provide evidence on City-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing; or
- (3) If Contractor does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of this Agreement, in accordance with O.C.G.A. § 13-10-91(b)(5) Contractor shall provide a copy of Contractor's state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of this Agreement.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to City, or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided City with the appropriate state issued identification as noted in sub-subsection (3) above. Further, Contractor hereby agrees to comply with the

requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Contractor shall be liable for all damages and delays occasioned by City thereby.

Contractor agrees that the employee-number category designated below is applicable to Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **[DESIGNATE/MARK APPROPRIATE CATEGORY]**

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

**M. Records, Reports and Audits.**

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have

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been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, Contractor shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City or City's representative(s) for examination all Records. Contractor will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Contractor shall permit City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

**N. Ethics Code: Conflict of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify City. If City determines that a conflict of interest exists, City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Contractor and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-Contractor under a contract to the prime Contractor or higher tier sub-Contractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

**O. Confidentiality.** Contractor acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.



Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**P. Key Personnel.** All of the individuals identified in **Exhibit "F"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in **Exhibit "F"**, without written approval of City. Contractor recognizes that the composition of this team was instrumental in City's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

**Q. Authority to Contract.** The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

**R. Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Contractor may retain a copy of any deliverables for its records. Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**S. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

## **VI. COVENANTS OF CITY**

**A. Right of Entry.** City shall provide for right of entry for Contractor and all necessary equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

**B. City's Representative.** \_\_\_\_\_ **[INSERT NAME]** shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Agreement; provided that any changes to the terms of this Agreement must be made in writing as provided in Section VIII.A above.

## **VII. TERMINATION**

**A. For Convenience.** City may terminate this Agreement for convenience at any time upon

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providing written notice thereof at least seven (7) calendar days in advance of the termination date.

**B. For Cause.** Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Contractor within thirty (30) calendar days of Contractor providing City with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

**C. Payment Upon Termination.** Upon termination, City shall provide for payment to Contractor for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Project Price for the applicable Project.

**D. Conversion to Termination for Convenience.** If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VII(A) above.

**E. Requirements Upon Termination.** Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

**F. Reservation of Rights and Remedies.** The rights and remedies of City and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VIII. MISCELLANEOUS

**A. Entire Agreement.** This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only in a written document signed by representatives of both Parties with appropriate authorization.

**B. Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

**C. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.

**D. Captions and Severability.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

**E. Business License.** Prior to commencement of the Work to be provided hereunder, Contractor shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

**F. Notices.**

- (1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between City's Representative (named above) for City and Contractor's Representative (named above) for Contractor.
- (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

**NOTICE TO CITY** shall be sent to:

City Manager  
City of Milton, Georgia  
13000 Deerfield Parkway, Suite 107F  
Milton, Georgia 30004

**NOTICE TO CONTRACTOR** shall be sent to:  
[INSERT CONTACT INFORMATION/ADDRESS]

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

**G. Waiver of Agreement.** No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**H. Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

**I. No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other

right.

**J. Sovereign Immunity; Ratification.** Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

**K. No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by City or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal contractual liability, except where Contractor is a sole proprietor. The Parties agree that, except where Contractor is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Contractor or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers.

**L. Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

**M. Force Majeure.** Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**N. Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

**IN WITNESS WHEREOF** City and Contractor have executed this Agreement, effective as of the Effective Date first above written.

**[SIGNATURES ON FOLLOWING PAGE]**

**CONTRACTOR:** \_\_\_\_\_  
[INSERT FULL LEGAL NAME OF CONTRACTOR]

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

Print Name: \_\_\_\_\_

Title: [CIRCLE ONE]  
President/Vice President (Corporation)  
General Partner (Partnership/Limited Partnership)  
Member/Manager (LLC)  
Owner (Sole Proprietorship/Individual)

[CORPORATE SEAL]  
(required if corporation)

**Attest/Witness:**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Assistant) Corporate Secretary (required if corporation)

**CITY OF MILTON, GEORGIA**

\_\_\_\_\_  
By: Joe Lockwood, Mayor

[CITY SEAL]

**Attest:**

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

Print Name: \_\_\_\_\_

Title: City Clerk

**Approved as to form:**

\_\_\_\_\_  
City Attorney

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**EXHIBIT "A"**

[Insert City Solicitation Documents]

DRAFT

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**EXHIBIT "B"**

[Insert Contractor Response/Proposal]

DRAFT

**EXHIBIT "C.1"**

1. **Project Name:** \_\_\_\_\_ [INSERT PROJECT NAME]

2. **Project Price:**

a. **Project Price.** The total amount paid for this Project as compensation for Work performed and reimbursement for costs incurred shall be as follows: \_\_\_\_\_  
[SPECIFY HOURLY RATE, FLAT FEE, OR OTHER BASIS FOR CALCULATING PRICE].

b. **Reimbursement for Costs.** The Project Price set forth above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows: [CHECK ONE]

There shall be no reimbursement for costs.

Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed \_\_\_\_\_ [INSERT PERCENTAGE IF BOX CHECKED FOR THIS PARAGRAPH] percent of the total amount due for Work for that particular month.

3. **Scope of Work:**

[INSERT SCOPE OF WORK – May reference agreed upon Scope of Work from "Exhibit A" or "Exhibit B" or insert new negotiated/agreed upon Scope of Work]



**EXHIBIT "C.2"**

1. **Project Name:** \_\_\_\_\_ [INSERT PROJECT NAME]

2. **Project Price:**

a. **Project Price.** The total amount paid for this Project as compensation for Work performed and reimbursement for costs incurred shall be as follows: \_\_\_\_\_  
[SPECIFY HOURLY RATE, FLAT FEE, OR OTHER BASIS FOR CALCULATING PRICE].

b. **Reimbursement for Costs.** The Project Price set forth above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows: [CHECK ONE]

There shall be no reimbursement for costs.

Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed \_\_\_\_\_ [INSERT PERCENTAGE IF BOX CHECKED FOR THIS PARAGRAPH] percent of the total amount due for Work for that particular month.

3. **Scope of Work:**

[INSERT SCOPE OF WORK – May reference agreed upon Scope of Work from "Exhibit A" or "Exhibit B" or insert new negotiated/agreed upon Scope of Work]

**EXHIBIT "C.3"**

1. **Project Name:** \_\_\_\_\_ [INSERT PROJECT NAME]

2. **Project Price:**

a. **Project Price.** The total amount paid for this Project as compensation for Work performed and reimbursement for costs incurred shall be as follows: \_\_\_\_\_  
[SPECIFY HOURLY RATE, FLAT FEE, OR OTHER BASIS FOR CALCULATING PRICE].

b. **Reimbursement for Costs.** The Project Price set forth above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows: [CHECK ONE]

There shall be no reimbursement for costs.

Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed \_\_\_\_\_ [INSERT PERCENTAGE IF BOX CHECKED FOR THIS PARAGRAPH] percent of the total amount due for Work for that particular month.

3. **Scope of Work:**

[INSERT SCOPE OF WORK – May reference agreed upon Scope of Work from "Exhibit A" or "Exhibit B" or insert new negotiated/agreed upon Scope of Work]

**EXHIBIT "D"**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Contractor

[INSERT NAME OF PROJECT]  
Name of Project

City of Milton, Georgia  
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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "E"**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of the City of Milton, 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 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) 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 (5) 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

[INSERT NAME OF PROJECT]  
Name of Project

City of Milton, Georgia  
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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "F"**

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

[INSERT KEY PERSONNEL BELOW, OR INDICATE "N/A"]

<b><u>Individual</u></b>	<b><u>Position</u></b>
	_____, Project Manager

**EXHIBIT "G.1"**

**PERFORMANCE BOND**

**CITY OF MILTON, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the "Principal"), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the City for the project known as \_\_\_\_\_ (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
  - a. The Contractor's Surety shall commence performance of its obligations and undertakings

under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and

- b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]  
**CONTRACTOR ("Principal"):**

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Title: \_\_\_\_\_ (SEAL)

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

Attest:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

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

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

**CONTRACTOR'S SURETY:**

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

---

Title: \_\_\_\_\_ (SEAL)

Attest:

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

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)





**EXHIBIT "G.2"**

**PAYMENT BOND**

**CITY OF MILTON, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the "Principal"), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the City for a project known as \_\_\_\_\_ (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Project, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Project, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

Title: \_\_\_\_\_ (SEAL)

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

Attest:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

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

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

**CONTRACTOR'S SURETY:**

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

---

Title: \_\_\_\_\_ (SEAL)

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

Attest:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)



**EXHIBIT "H"**  
**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER/BIDDER**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/she is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_ (the "Bidder") that has submitted the attached bid/proposal (the "Bid");

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid/proposal;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder/proposer, firm or person to submit a collusive or sham bid/proposer in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid or of any other bidder/proposer, or to fix any overhead, profit or cost element of the price of any other bidder/proposer or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Milton or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) Bidder has not directly or indirectly violated O.C.G.A. § 36-91-21 (d).

\_\_\_\_\_  
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

[NOTARY SEAL]

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