



# Lumpkin County, Georgia

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## Finance Department

**Date:** April 11, 2016

**Agenda Item:** Janitorial Services RFP Recommendation

**Item Description:** Janitorial Services for the following buildings was placed out for proposals in March 2016: Administration Building, Annexes A & B, Planning Building, Election Building (both floors), Extension Office, Historic Jail, and the Senior Center.

**Facts & Historical Information:**

Lumpkin County currently has a contract with Diamond Cleaning for janitorial services on the above named facilities. The current contract has been in place since 2013 and the current contract amount is \$36,468. The contractor chose to no longer clean the Senior Center in February of 2016 after failing to reach an agreement on the level of cleaning to be provided to meet the expectations of staff. County staff has been working with this vendor to rectify other issues with the contract. Issues have been sporadic and when addressed, contract's performance improves for a period of time. A committee composed of one elected official, two department heads, one front line employee, and one director was formed and not only worked with the Purchasing Agent on the scope of work for the RFP, but met to review the proposals and make a recommendation for a contract. Four proposals were received. One proposer was disqualified for not meeting all of the requirements set forth in the document. The low proposer did not have as much experience and didn't answer the committee's questions to a satisfactory nature. Based upon issues with the current contract, staff did not feel they could recommend continuing with the same provider. Based upon the submissions, the committee is recommending that the County contract with American Facility Services. The committee is also recommending that the County switch to a night cleaning service. This is included in the price and the night option was cheaper than the daytime cleaning service. All departments affected were contacted prior to the RFP being published and all agreed that with some minimal changes in their offices, they were comfortable with a change to a night service.

**Budget Impact:**

While the total amount is not in the 2016 operating budget, the amount can be covered through contingency and adjusted in the 2017 budget. This is almost always the case when a service is renegotiated. Even the existing contractor's price went up.

**Staff Recommendation:**

It is the recommendation of the committee to enter into a contract with American Facility Services to clean our facilities and to bring our floors up to industry standard.

RFP OPENING												
RFP # 2016-004 Janitorial Services												
Time: 1:00 PM												
Date: 4/1/2016												
Company Name	Inclusive Hourly Rate Daytime	Estimate of Hours to complete	Inclusive Hourly Rate Nighttime	Estimate of Hours to complete	Senior Citizens Daytime	Estimate of Hours to complete	Senior Citizens Nighttime	Estimate of Hours to complete	Total Proposal Calculation Daytime	Total Proposal Calculation Nighttime	Other Comments	
1 American Facility Services	\$ 3,100.00	8	\$ 2,900.00	8	\$ 850.00	2 & 2.5	\$ 800.00	2 & 2.5	\$3,950.00	\$3,700.00		
2 Diamond Cleaning	\$ 2,780.00	6 to7	\$ 2,780.00	6 to 7	\$ 1,256.60	3 to 4	\$ 1,256.00	3 to 4	\$4,036.60	\$4,036.00		
3 EBS, INC	\$ 2,299.19	5	\$ 2,465.86	4	\$ 729.00	4	\$ 729.00	3	\$3,028.19	\$3,194.86		
4 Xtra Hands Cleaning & Organizing											Disqualified	
<b>Staff Present for Opening:</b>												
1 Wayne Seabolt												
<b>Purchasing Agent:</b> _____												



**CONTRACT FOR JANITORIAL SERVICES**

This agreement is made and entered into this \_\_\_\_ day of April, 2016, between **the governing authority of Lumpkin County**, hereinafter referred to as "Lumpkin County" or "County", a political subdivision of the State of Georgia, and **American Facility Services, Inc.**, a Georgia corporation, hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

**1. SUMMARY OF WORK:**

Contractor shall provide all necessary labor for janitorial services at the following county buildings for the amount of \$3,700.00 per month. Contractor shall invoice the County on a monthly basis. All invoices shall be paid within 30 days.

**Site Number: Location Name and Street Address:**

1. Lumpkin County Administration Building  
99 Courthouse Hill  
Dahlonega, GA 30533
  
2. Lumpkin County Annex A and Annex B  
194 Courthouse Hill  
Dahlonega, GA 30533
  
3. Lumpkin County Planning Building  
25 Short Street  
Dahlonega, GA 30533
  
4. Lumpkin County Election Building and Voter Registration  
(First Floor Only)  
56 Short Street  
Dahlonega, GA 30533
  
5. Lumpkin County Extension Service  
26 Johnson Street, Suite A  
Dahlonega, GA 30533
  
6. Lumpkin County Historical Jail  
75 Enota Street  
Dahlonega, GA 30533
  
7. Lumpkin County Senior Center  
266 Mechanicsville Road  
Dahlonega, GA 30533

Contractor shall perform the following required services:

**A. Restroom Cleaning**

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. Restroom cleaning shall include: sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal, veridical, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime.

Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Contractor.

3. Restocking: Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products.

All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.

**B. Floors**

1. Sweeping: Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards.

None of the above items shall be left in corners, behind radiators, under furniture or behind doors.

2. Damp Mopping: Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water

used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.

3. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.

### **C. General Cleaning**

1. Spot Cleaning and Damp Wiping of Surfaces: Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting.

This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands.

Damp wipe and clean wall surfaces. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.

2. Low Dusting: Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. High Dusting: Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures.

Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

4. Cleaning and Polishing Wood Surfaces: Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment.

Wood must have a uniform appearance without excessive oil residue, streaking and spots.

5. Cleaning Drinking Fountains: The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Wipe down all surfaces with a disinfectant.

6. **Metal Cleaning and Polishing:** Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis.

Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.

9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust and grime.

**D. Waste Removal**

1. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants.

Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.

2. **Recycling Program:** The successful bidder will work with Lumpkin County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The plan should include how the respondent will train employees on handling recyclable materials.

**E. Exterior Cleaning**

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas on a daily basis. Wash and steam clean all receptacles used in the

collection of food remnants on a quarterly basis and away from food handling areas. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Replace plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime, or residue remains on the inner or outer surface of the receptacles.

2. Emptying and Cleaning Ashtrays and Vases: Empty and clean all ashtrays and vases in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned.

Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

#### **F. Break Room Cleaning**

Empty all trash and waste receptacles in break room. Replace all waste can liners. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards and mop floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs.

#### **G. Special Areas**

1. Elevator Cleaning: Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning.

Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.

2. Cleaning Storage Space and Mop Closets: All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash.

All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.

**All work shall be performed according to the frequency set forth in Tables A-G, attached hereto as Exhibit "A".**

Georgia Criminal Investigations checks (GCIC) must be conducted by the Contractor at the Contractor's expense on all employees, including sub-contractors, assigned to clean County facilities. Documentation evidencing such GCIC check must be provided to the County upon request.

**2. JANITORIAL AND CLEANING SUPPLIES**

All janitorial and cleaning supplies will be provided by Lumpkin County.

**3. TIME OF WORK**

County buildings are generally open Monday through Friday, 8:00 a.m. until 5:00 p.m. Contractor's work must not interfere with the daily operations at any location. All work shall be performed during the hours of 5:00 p.m and midnight, Monday through Friday.

**4. INSURANCE**

The Contractor shall, during the continuance of all work under the Contract, provide the following:

a. Statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$100,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

b. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

c. The Contractor further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Contract.

d. The Contractor shall notify the County, in writing, sixty (60) days prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.

e. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Furthermore, the Contractor shall be responsible for the cost of performing the uncompleted portion of the Contract at the time of termination.

f. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from

supervising and/or inspecting the work. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

g. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

h. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.

i. If the Contractor does not meet the insurance requirements, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

## **5. NOTICE TO PROCEED**

Contractor shall not commence work until contract has been fully executed and a Notice to Proceed has been received from Lumpkin County.

## **6. TAXES**

Contractor shall pay all taxes required of him/her by law. Failure to pay any tax shall constitute a material breach of this contract.

## **7. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

Contractor must comply with all State and Federal laws, rules, and regulations. Contractor must obtain and maintain an occupational tax certificate (commonly referred to as a "business license") from Lumpkin County.

## **8. CANCELLATION/TERMINATION**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the contractor to provide acceptable work and services or if determined that services can be better provided by in-house or other sources.

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County.

This contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all work completed satisfactorily by Contractor up to the termination date set forth in the written termination notice.

**9. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

**10. DISPUTE RESOLUTION/GOVERNING LAW**

The County and the Contractor agree to resolve any disputes through negotiation or mediation prior to filing any cause of action.

This Contract shall be governed by the laws of the State of Georgia. Each party hereby consents to jurisdiction and venue in Lumpkin County, Georgia. Each party hereby waives any defense they may have as to improper jurisdiction and/or venue in Lumpkin County, Georgia.

**11. ASSIGNMENT OF CONTRACTUAL RIGHTS**

Contractor may not assign, transfer, convey, or otherwise dispose of its contractual rights hereunder, or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

**12. INDEMNITY**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

**13. LIABILITY**

Contractor shall be responsible for any damage to the County's property caused by Contractor or Contractor's employees or agents.

Contractor shall indemnify and hold harmless Lumpkin County and all of the county's agents and/or employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance or nonperformance of Contractor's work under this Contract.

Lumpkin County shall not be liable or responsible for any damage to or loss of equipment, material, supplies or inventory incurred by Contractor or Contractor's agents or suppliers.

**14. Drug Free Workplace**

By execution of this contract, Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act," have been complied with in full. Contractor further certifies that:

- a. A drug free workplace will be provided for the contractor's employees during performance of the contract; and
- b. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification: as part of the subcontracting agreement, the Sub-Contractor certifies to the contractor that a drug free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.
- c. Contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

**15. NOTICES:**

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

- a. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or
- b. Three (3) days after depositing in the Unites States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address :

American Facility Services, Inc.  
Attn: Kevin McCann  
1325 Union Hill Industrial Court, Ste A  
Alpharetta, GA 30004

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners  
Attn: Stan Kelley  
99 Courthouse Hill, Ste H  
Dahlonega, Georgia 30533

**16. DOCUMENTS DEEMED PART OF CONTRACT**

The entire Request for Proposal and addenda (if any) shall be deemed part of this contract.

**17. TERM OF CONTRACT**

This contract shall commence on \_\_\_\_\_, 2016, and end on \_\_\_\_\_, 2017. This contract may be renewed for two successive one year terms upon agreement of both parties.

County:

Contractor:

**Lumpkin County:**

**American Facility Services, Inc.**

By:

By:

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

\_\_\_\_\_  
Kevin McCann, President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Kathleen Walker  
Lumpkin County Clerk