

**REQUEST FOR PROPOSAL**  
**CUSTODIAL PRODUCTS & SUPPORT SERVICES**  
**# 2022-04**

The Stephens County School District (SCSD) is soliciting competitive sealed proposals from qualified suppliers for a fixed price contract bundle containing Custodial Products and Support Services as specified in the Proposal Packet.

Sealed proposals must be received by the Stephens County Schools Stephens County BOE Central Office located at 191 Big A School Road, Toccoa, GA 30577, on or before **2:00 PM. Eastern Standard Time on 07/21/2022**. Proposals received after the deadline will not be considered. The Proposal results will be available after the Stephens County Schools Board of Education has approved the chosen company. The start date for the newly awarded agreement will be 9/1/2022.

Proposals should be submitted in a sealed package marked “Request for Proposal Custodial Products & Support Services”. The sealed package should contain five (3) copies of the Proposal. No faxed, or emailed, proposals will be accepted. Proposals must be 100% completed and submitted as outlined herein to include all appendices to be considered. Those submissions that are incomplete will be rejected. Acknowledge and agree to each page of this RFP.

Stephens County Schools reserves the right to accept or reject any or all proposals, in part or whole. SCSD also reserves the right to award based upon its desire and its determination as to the best contractor offering that fits the needs of SCSD for the stated contract period, and will not be obligated to award this contract to the lowest priced proposer. If no acceptable proposal is received, the SCSD also reserves the right to re-solicit proposals, this at its’ sole discretion.

Questions regarding the RFP should be directed to Mr. Tim Wilbanks, Stephens County School Director of Operations, and to Mr. Wilbanks only. Mr. Wilbanks may be reached via email at [tim.wilbanks@stephens.k12.ga.us](mailto:tim.wilbanks@stephens.k12.ga.us). There is to be no direct contact with the schools or with the maintenance department without specific prior consent and scheduling by Mr. Wilbanks.

A mandatory pre-bid meeting will be held at the SCSD Board Central Office, 191 Big A School Road, Toccoa, Georgia, 30577 on 07/13/2022 at 2:00 PM, whereby all questions and clarification to this Proposal request can be put forth and answered. A sign in sheet will be prepared. Any Proposer not found on this list at the time of the Proposal submission that Proposer(s) will be disqualified and Proposal will not be opened or considered.

All proposals will be evaluated based on the following criteria

- Price – 50 Points
- Proposal Completeness – 10 points
- References/Experience – 10 points
- Vendors Proximity to District (warehouse and etc...) – 20 points
- Personal Fit/Intangibles – 10 points

### **Executive Summary**

This document is a Request for Proposal (“RFP”) for the provision of custodial products and related services for the Stephens County Schools (“SCSD”). SCSD desires to contract with a qualified Contractor to be the sole source provider of custodial products and services.

Stephens County Schools will have the option to terminate the contract without further obligation at the end of each twelve (12) month period.

Terms are, one invoice (1/12 of annual contract value) paid monthly in arrears. No late charges.

Deliveries will be made to each property every 14 days, or as needed. The delivered supplies will be delivered to the custodial supply closet area. DO NOT leave deliveries in the school lobbies, shipping/receiving dock, or on the curb. There will be no minimum orders, no delivery fee, and no fuel charges.

Contractor shall supply a general company overview (**Appendix A**). The company must be of sufficient size to support SCSD custodial program. A statement from the company’s independent accounting firm certifying evidence of this capability shall be sufficient proof. Minimum requirements are to meet the requirements described in the RFP. Contractor must supply work experience with K-12 institutions (**Appendix B**), describing experience in handling a comparable contract, listing location and dollar values. As well, supply additional info for products, Chemical Applications, cut sheets within **Appendix C**, E-Verify **Appendix D**, and insurance coverages **Appendix E**.

SCSD custodial program employs state of the art equipment and procedures to maintain approx. 600,000 square feet of educational facilities. The floor care system utilizes automatic scrubbers and burnishers for hard floor and rubberized surfaces as well as self-contained carpet extractors for textile type surfaces.

SCSD projected student enrollment for the 2022-2023 school year is 3722. Student population is anticipated to change by -35 for fiscal 2023-2024. SCSD currently has (4) primary and/or elementary schools, one (1) middle school, and one (1) high school for a total of six (7) facilities to be maintained. In addition to the properties included in this RFP supplies and services will be required for the main BOE office located at 191 Big A School Road, Toccoa, Georgia 30577, the maintenance offices located at 2290 Mize Road, Toccoa, Georgia, 30577, district athletic facilities, and as required by other district owned ancillary locations.

## Products

SCSD prefers the use of the most environmentally friendly products to ensure the health and safety of students and staff, while still maintaining effectiveness.

Chemical labeling used must conform to a systematic color-coded system with labels and packaging consistent with color scheme and where applicable, silk-screened or manufacturer supplied labels for quart bottles for these products in the associated color. Labeling must conform to OSHA's Hazard Communication Standard, 29 CFR 1910.1200, HCS 2012, and in accord with GHS (Global Harmonized System) labeling requirements.

Upon successful award Contractor will prepare and supply two **Safety Data Sheet (SDS) binders per facility.**

Brand names and numbers have been purposely omitted in order to promote fairness to all proposers. However, to establish quality standards only industry wide accepted chemicals solutions and tools solution providers will be deemed acceptable. Therefore, all proposers must provide general information to include manufacturer cut sheets for the products being offered within the proposal offering. These manufacturer offerings should be included within **Appendix C.**

Unless "no substitution" is stated in the specifications, items of better quality or effectiveness will be considered; provided the article offered is equal in quality. If Contractor supplies non-brand name items, supportive information that the item is equal in quality may be requested. Failure to comply with equal quality items will result in the item being rejected. SCSD shall be the sole judge making the determination as to the quality of such items.

## Current Product List Required for Stephens County Schools

### Brooms/Brushes:

- Angle Brooms
- Janitor Broom
- Push Broom
- Poly Bowl Urinal Brush
- Deck Brushes (various sizes)
- Carpet Spotting Brushes
- Utility Brushes (sizes and usage requirements may vary)

### Wet Mops

- Premium String Mops of various sizes, weights, blended fibers, looped end, band size to fit mop handle style and color for each various care requirement
- Finish Mops of various sizes, weights, rayon blend, looped end

- Acrilon Bowl Mops

### **Handles**

- Fiberglass/Metal wet mop handles, Heavy Duty Stirrup
- Fiberglass/Metal wet mop handles, Jaws Mate
- 60” wood handle, metal tip, threaded
- “Clip on” dust mop handle
- Flat mop Handles

### **Mop Buckets/Signs**

- 26 – 35 qt combo mop bucket/wringer
- A-frame wet floor signs
- Bathroom “closed for cleaning” signs

### **Floor Care**

- 25% solids, floor finish
- Premium Wet Look Floor Finish
- Surface Guard Floor Sealer for Polished Concrete and Terrazzo Floors
- Quality multi-coat single pass floor stripper (in gallons for dilution simplicity).  
• Floor strippers requiring multiple passes will be rejected and will require immediate replacement at no additional cost.
- Aerosol Baseboard stripper
- Spray Buff
- Quality floor restorer / maintainer
- General Purpose Cleaner with sufficient Alkaline pH sufficient for Top Scrubbing Applications
- Dilution Control neutral floor cleaner
- Rubber floor cleaner – degreaser

### **Floor Pads**

- White polishing pads
- Red buffing pads
- Heavy Duty scrubbing pads
- Green scrubbing pads
- Black stripping pads
- Hi-Pro black stripping pads
- Natural hair burnishing pads
- # 96N scouring pads
- Doodlebug pads
- Doodlebug holders with handle
- 3M Floor Prep Pads (Chemical Free Stripping) (various shapes and sizes)
- Twister Diamond Floor Pad for Concrete and Terrazzo Floors
- Other Various Pads - as required

### **Dust Mops / Accessories**

- Wedge deluxe cut end dust mop refills cotton/synthetic blended fiber
- 5" x 18" deluxe cut end dust mop refill cotton/synthetic blended fiber
- 5" x 24" deluxe cut end dust mop refill cotton/synthetic blended fiber
- 5" x 36" deluxe cut end dust mop refill cotton/synthetic blended fiber
- 5" x 48" deluxe cut end dust mop refill cotton/synthetic blended fiber
- 5" x 60" deluxe cut end dust mop refill cotton/synthetic blended fiber
- Clip on frames for dust mops 24", 48", and 60"
- Aerosol dust mop treatment
- Telescopic extendable duster to 12 feet
- Lobby Dust Pan
- Cobb Webb Duster – to include handles and extensions

### **Carpet Care**

- Hydrogen Peroxide carpet pre-spray cleaner / spotter, preferably with EPA registered Sanitizer/Virucide certifications.
- Pre-Treatment
- Spot Cleaner
- Dry Encapsulation Solutions and Chemicals

### **Other cleaners / disinfectants**

- Aerosol degreaser
- Laundry detergent (for custodial use only)
- Disinfectant neutral cleaner (in dilution control)
- Glass cleaner (in dilution control)
- Enzyme fortified deodorizer – consumer
- Aerosol vandalism spray
- Aerosol gum remover
- Lice and crawling insect aerosol spray
- Aerosol furniture polish
- Aerosol Air Freshener
- Stainless Steel Cleaner
- Chlorine Bleach

### **Hand Care**

- Wall mounted dispenser type cassette foam hand soap, 1000ml or larger
- Alcohol based hand sanitizer
- Non Alcohol based hand sanitizer
- Heavy duty hand cleaner (gritty, lotion, and bar types) (travel and shop sizes and dispensers)

- Dispensers, as needed at no charge and maintained by the contractor.

### **Paper Products**

- Jumbo Roll Toilet Tissue, 2 ply, 9” x 1000’
- 2-ply standard roll toilet tissue, 96 x 500 sheet
- Hard roll towel, multifold towel, and single fold
- 9” single and Twin JRT dispenser replacement. (No charge with the exception of new construction projects)
- Towel dispensers (No charge with the exception of new construction projects)

### **Trash Liners**

- 40 x 54, 1.2 mil black, LLD
- 40 x 54, 1.05 mil white, LLD
- 33 x 40, 16 micron, HD
- 24 x 33, 8 micron, HD
- 24 x 32, 1 mil black, LLD
- Waxed paper sanitary napkin liner

### **Disposable Gloves**

- Various sizes, vinyl, powder free
- Various sizes, blue nitrile, powder free
- Chemical Handling Gloves

### **Micro Fiber Items**

- Microfiber towels (color coded)
- Microfiber Flat Mop Refills (18”)
- Flat Mop Handle and Frames

### **Miscellaneous Items**

- 48” handle x 4” Unger floor scraper blade
- 48” handle x 3” Hyde Putty Knives
- Replacement blade packs
- Commode plunger
- Bar Towels, terry-cloth
- Urinal screens
- Vomit control granules (16 oz bottle or similar)
- Bottle, Triggers, and Sprayers
- Rubber Boots
- Rubber JACS/PAWS Shoe Cover (foot wear covering for floor stripping)
- Custodial/Maid Carts
- Cleaning supply carry bags and apparatus for cleaning carts
- Trash/Waste Cans/Carts of various and appropriate size for application

- Dollies of appropriate size for trash/waste container
- PPE (dust mask, safety glasses, hearing protections, and etc...)
- Window Care – Squeegees, Extension Poles
- Garden Hose Splitters
- Pumice scouring sticks
- Steel wool soap pads
- Dilution control dispensers/systems
- Magic Eraser Style Sponge
- Comet Powder
- Furniture Polish
- Defoamer
- Thickened toilet bowl cleaner
- Chlorinated toilet bowl cleaner (as required and approved by Custodial Supervisor)

**Vacuum Cleaners**

- Provide and maintain vacuum cleaners and accessories as required for each facility (final qty to be determined by Custodial Supervisor)
- Provide replacements vacuums and accessories on as needed basis, should any of the supplied units fail to function properly
- Provide appropriate vacuum cleaner bags and belts for the supplied vacuums

**Items specifically excluded from scope of supply:**

1. Any/All chemicals and supplies utilized in the care, cleaning, and upkeep of the Kitchen and serving line areas.
2. Disaster cleanup that result in a covered insurance claim. Ie...fire or excessive flooding.
3. Entrance and walk off matting
4. Gym Floor Refinishing products (screens, finishes, applicators)
5. Sanitary Napkins and Tampons
6. Air Fresheners (metered or solids)
7. Pest Control Products
8. Operable/Mechanical cleaning equipment (vacuums are inclusive of agreement)
9. Specialized high extension dusters
10. Special application brushes (restroom rotary equipment brushes for example)
11. Waterless urinal replacement cartridges

All other details, products, supplies, and/or needs not illustrated herein as being covered.



## Other Service Provided

In **Appendix A** provide the information of the dedicated Account Representative(s) who are certified by the **ISSA** (International Sanitation Supply Association) as a **CIIMS** (Cleaning Industry Management Standard) **ISSA Certification Expert** (I.C.E.).

At least one representative(s) must have demonstrated capability with Work Loading and Work Scheduling. Further, this person(s) must be willing and accessible to work directly with school operations, as needed, when needed, for assistance with custodial staff evaluation, cleaning frequency guidance, methods, tools, site specific-job specific training, and problem solving.

This service level will be capable of providing logical written plans, suggestions, and guidelines, as well as support those written guidelines, and suggestions towards implementation on a school by school basis. Many times these requirements will require evening and holiday accessibility for this professional assistance. Contractor must submit project evidence of this capability within their Proposal submission for evaluation by SCSD.

SCSD requires access to not less than two (2) qualified representatives capable of being available to the district on any given day and within not more than 90 minutes of being on site for emergency assistance. This will be for the purposes of uninterrupted liaison, awareness, SCSD school personnel recognition of the Contractor personnel, and seamless Contractor to SCSD service protocols. Please list your personnel within the Appendix A submission.

SCSD requires a criminal background check on all Contractor personnel providing services to the schools, and a signed affidavit to this effect must be provided prior to the contract start date.

The Contractor Account Representatives will work under the direction of and be approved by the Director of Operations for SCSD. The Account Representatives must be knowledgeable in all aspects of custodial work and are responsible for the following:

1. Involved in the development, planning, preparation, and delivery of custodial training to all SCSD custodial staff. A minimum of one annual training is required in order to support the summer deep cleaning activities. Please, for review and evaluation by SCSD, submit evidence samples of your experience with these types of events within your Proposal submission and within **Appendix A**.
2. Additional specific school site training will be required as needed for the onboarding of new hires as well as for remedial training as needed and requested on a school by school basis.
3. In addition to the routinely scheduled inventory maintenance visits the contractor is also responsible for any and all emergency deliveries. There will be a required second

monthly site visit to SCSD school classroom facilities specifically for the purposes of cleanliness inspections.

- a. These inspections will be carried out monthly for the duration of the contract.
  - b. Within 24 hours of these inspections the representative(s) will email written and scored reports to the Director of Operations.
  - c. In many instances digital photography in support of findings, both excellent and in need of corrective action, should be included within these scored written reports.
  - d. As well there should be some written review points that can assist the Director of Operations in directing for resolution of any found substandard cleanliness, health, and safety issues.
4. Additional site assessment as to cleaning progress and school opening readiness will be completed during the period of June through August and will be reported by email, phone, or in person the Director of Operations for SCSD.
  5. Assist as needed with any emergency service requirements (sickness outbreak, flood clean up direction, mildew remediation, lice infestation, etc.) The unexpected will happen. Please expect to be called upon for quick, professional, assistance.
  6. At no cost to the SCSD install and maintain custodial cleaning chemical dispensing systems, as many as are required by SCSD, per specific facility.
  7. Keep SCSD abreast of all new products, solutions, equipment, and/or proposed changes to existing products. This will be achieved by via direct contact with the Director of Operations only. Do not attempt to sell the schools directly.
  8. For the purposes of quick inventory adjustment, waste, and cost control management the Contractor will have the right to move consumables within the district from one school site to another school site for efficient placement and use. As well, and strictly while the contract is in operational force, inventory surplus left over at the end of the summer clean up season, floor finish, stripper, for example, may be picked up and moved back to the Contractor's property with permission.
  9. Monthly inspections and reporting of overall condition of all floor care and cleaning machinery.
  10. Annual summer vacuum cleaner tune ups, to include minor repairs, belts, brushes, and beater bars, as needed to ensure 100% operational capacity.

11. Provide, install, and replace as broken, towel, tissue, and hand dispensers at no expense to SCSD.
12. When installing or changing dispensers, any wall damage that occurs, or after install walls have exposed different color paint, these walls must be repaired, spackled, sanded, cleaned up, and painted to match the existing room wall colors. It will be the responsibility of the contractor to supply those needed repair materials as well as to bear the labor cost for these replacements.

**Product Delivery**

Maintain the inventory closet at each school. No charge for delivery. No charge for fuel. No minimum order charge.

Delivery will be every 14 days and supplemented by emergency deliveries as needed.

# **INSTRUCTIONS**

## **Delivery Terms**

Prices proposed shall be based on F.O.B. Delivery. Where installation is required, prices are to include all necessary wiring, connecting, leveling, piping, uncrating, moving, and all other changes incurred in placing the equipment in operation, unless otherwise specified.

All merchandise requiring installation, and which is shipped F.O.B. must be received by the Contractor's employee and the equipment stored in the area designated by the SCSD representative. SCSD will not assume responsibility for any items which require installation until it is completely installed and demonstrated to the appropriate school personnel.

## **Price Adjustments**

This is a fixed price contract for the services required and delineated herein and in the aggregate. DO NOT SUBMIT PRICES FOR EACH SPECIFIC ITEM. SCSD IS NOT INTERESTED IN BUYING PRODUCTS. THE DESIRE IS TO PURCHASE A QUALIFIED PROFESSIONAL SERVICE THAT HAS PRODUCTS AS A PART OF THE OVERALL VALUE PROPOSITION. All prices proposed for these services must be considered firm for each contract year. Any contract renewals considered for award that will carry a price increase will require negotiation.

If prices during the first contract year are increased, or in subsequent renewal years price change negotiations fail, due to extreme and proven market volatility or not, the SCSD reserves the right to terminate the contract with the awardee and extend the contract offer to the next Proposer deemed by SCSD as best qualified and best cost, provided that company is able to hold the price firmly from the original Proposal.

If this process fails to meet the needs of SCSD this agreement will be terminated in whole by SCSD and a new request for proposal will be published, adjudged, and awarded.

## **Invoices/Payment**

The Contractor will issue one line item invoice to SCSD monthly covering all of the products and services required under this agreement. The monthly amount will be 1/12 of the yearly contract price. This is a firm dollar amount and is paid monthly in arrears. No adjustment shall be made to the price during the contract year. The district assumes no liability for funding any unfulfilled portions of this agreement

With the exception of a new school property addition, any new construction renovation or expansion to existing facilities will be to the contractor's responsibility to factor in these changes within their Proposal price details. All invoices should be mailed to the Stephens County Schools, Stephens County Schools Finance Department, located at 191 Big A School Road, Toccoa, Georgia, 30577.

### **Default**

In the event any service or products to be furnished by the Contractor under the contract or purchase order, do not conform to the specifications contained herein, said property or services may be rejected by SCSD. The Contractor shall remove the rejected and replace it with property and services that conform to the specifications at no expense to SCSD.

Should the Contractor default in the performance of the previous paragraph, SCSD may procure such property and services from other sources and shall deduct it from the monies due to the Contractor. The difference between the contract price and the actual cost should be replaced or substituted. In such event, the price paid by SCSD shall be the prevailing market price at the time of replacement.

### **Compliance**

All property or services furnished must comply with all applicable Federal, State and Local Laws, Codes and Regulations. Contractor must obtain County Permits, where necessary.

### **E-Verify**

Contractor must submit its evidence of compliance by submitting a properly, lawful, E-Verify affidavit. See Appendix D.

### **Rights and Remedies**

The rights and remedies of SCSD provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

### **Contractors Evidence of Responsibility and Demonstrated Capability**

Contractor may be required to furnish evidence, in writing, that they maintain permanent places of business and have adequate equipment, finances, and personnel to furnish the items and services needed both satisfactorily and expeditiously. Provide proof that they are authorized dealers and can provide the necessary services and warranties for the items they propose to furnish. Furnish third party K-12 references for similar contractor relationships as is being solicited within this RFP. See Appendix B.

## **Department Status**

By submitting their Proposals, all Contractors certify that they are not currently debarred from submitting proposals on contracts by any agency of the State of Georgia and the Federal Government, nor are they an agent of any person or entity this is currently debarred from submitting proposals on contracts by any agency of the State of Georgia and the Federal Government.

**PROPOSAL FORM**

**CUSTODIAL PRODUCTS & SUPPORT SERVICES  
STEPHENS COUNTY SCHOOLS**

Having read and understood all terms, conditions, and performance specifications in the Request for Proposal for Custodial Products and Support Services the undersigned agrees to furnish said services to the Stephens County Schools at the yearly price outlined below:

**Total Annualized Charges for Custodial Products and Support Services  
To Stephens County Schools:**

\_\_\_\_\_

**Submitted By:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Cell Phone for submitter:** \_\_\_\_\_

**Company Fax:** \_\_\_\_\_

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

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

**Cell Phone:** \_\_\_\_\_

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

**Company Officer Authorized Contract Binding Signature:**  
\_\_\_\_\_

**Appendix A:                      Company Overview**

**Company name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Company officer(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Direct SCSD field contact person(s), ISSA CIMS credentials, no. of service years:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Brief business activities summary:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Number of years in business:** \_\_\_\_\_

**Number of organizational employees involved in servicing SCSD directly in some capacity:** \_\_\_\_\_

**Number of Delivery Trucks:** \_\_\_\_\_

**Annual Sales Volume:** \_\_\_\_\_

**Service Area(s):** \_\_\_\_\_  
\_\_\_\_\_

**Liability Insurance Coverage**  
(Enclose Copy)

**By signing below Contractor agrees to provide all services and products as previously listed.**

**Contractor name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Officer:** \_\_\_\_\_

**Additional submissions in support of capabilities may be attached and at the discretion of the Proposer (See page 8, item 1). However, these submissions will go to Award Criteria grading.**



**Appendix B: K-12 Schools Experience/References:**

**School Name:** \_\_\_\_\_  
**Contact(s):** \_\_\_\_\_  
**Contact information:** \_\_\_\_\_  
\_\_\_\_\_  
**Length of service:** \_\_\_\_\_  
**Brief service description:** \_\_\_\_\_  
\_\_\_\_\_

**School Name:** \_\_\_\_\_  
**Contact(s):** \_\_\_\_\_  
**Contact information:** \_\_\_\_\_  
\_\_\_\_\_  
**Length of service:** \_\_\_\_\_  
**Brief service description:** \_\_\_\_\_  
\_\_\_\_\_

**School Name:** \_\_\_\_\_  
**Contact(s):** \_\_\_\_\_  
**Contact information:** \_\_\_\_\_  
\_\_\_\_\_  
**Length of service:** \_\_\_\_\_  
**Brief service description:** \_\_\_\_\_  
\_\_\_\_\_

**School Name:** \_\_\_\_\_  
**Contact(s):** \_\_\_\_\_  
**Contact information:** \_\_\_\_\_  
\_\_\_\_\_  
**Length of service:** \_\_\_\_\_  
**Brief service description:** \_\_\_\_\_  
\_\_\_\_\_

**Appendix C: Chemical Applications Binder and SDS Binder**

Contractor must provide a **Chemical Applications** binder to each school as well as to the **Director of Operations**. These binders must be submitted to SCDS prior to contract start date.

The **Chemical Applications** binder will be indexed, complete with photos of the product containers, and will detail dilution, pH, and cleaning application and cleaning process information for each chemical supplied.

In addition, Contractor will provide **two SDS (Safety Data Sheet) binders** to each SCSD facility being serviced within this agreement. These binders must be submitted to SCSD prior to contract start date.

**With this Proposal submission please include a listing of all chemicals intended to be supplied along with factory product detail “cut sheets” describing these chemicals and their applications.**

**Appendix D: E-Verify Contractor Affidavit**

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

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 (name of public employer) 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

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**Appendix E: Insurance Coverages**

**Please include with your proposal submission certificates of insurance for Worker's Compensation, Comprehensive General Liability, and Business Automobile Liability**

## CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

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

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

<p style="text-align: center;">Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</p>	
<p style="text-align: center;">Authorized Signature:</p>	
<p style="text-align: center;">Printed Name and Title of Person Signing:</p>	
<p style="text-align: center;">Date:</p>	
<p style="text-align: center;">Company Address:</p>	
<p style="text-align: center;">FAX Number:</p>	
<p style="text-align: center;">Email Address:</p>	
<p><small>*This table must be completed in its entirety by the supplier.</small></p>	

## **Tax Payer Identification**

Replace this page with a completed W-9 form for your company

## Vendor Proposal and Acceptance Form

**Proposal:**

Contract Base Proposal Price (labor and materials): \_\_\_\_\_

Work Start Date: \_\_\_\_\_

Guaranteed Completion/Delivery Date: \_\_\_\_\_

**Vendor Acceptance:**

I have read and agree to the rules, specifications, timelines, and conditions provided in the RFP for a New Replacement Boiler, and Proper Regulation and Management for the existing Steam Distribution, at the Eastanollee Cannery.

I affirm that I am duly authorized to prepare and execute this contract on behalf of my company, should our proposal be accepted.

I affirm, to the best of my knowledge, that the company that I represent meets the equal Employment Opportunity Commissions standards and American Disability Act standards in employment practices.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared By: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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Company Representative \_\_\_\_\_

# TERMS AND CONDITIONS

## Term of Contract/Renewal

The initial contract award will be for ten (10) months beginning September 1, 2022 and ending June 30, 2023. At the SCSD's option this agreement may be extended annual for up to four (4) additional terms. The Stephens County Board of Education reserves the right to cancel this contract without penalties or further obligation. The basis for any price increases during the term of the contract must be provided by the Contractor to SCSD for negotiation and approval or rejection.

Contractor must disclose the name(s) of any officer, director, or agent who is also an employee of the SCSD. Contractor must also disclose the name(s) of any SCSD employee who owns, directly or indirectly, any interest in the Contractor's business or any of its branches.

## Insurance Requirements

Proof of the following insurances will be furnished by the awarded Contractor to SCSD. All insurance issued by any company must be approved by SCSD.

Certificates of Insurance meeting the required specifications within the contract shall be forwarded to the SCSD for approval prior to the start of any work or possession of any school property. Renewal certificates should be sent to SCSD prior to the policy renewal date.

A thirty (30) day written notice must be sent to SCSD, via certified mail, in the event of cancellation.

Contractor shall provide copies of any insurance policy for required coverage within seven (7) days of the date of request; but in any respect on later than thirty (30) prior to the commencement of any term. **For the purposes of this Proposal please include certificates of insurance with Appendix E.**

1. Workers Compensation Insurance  
As required by Georgia Law, employee liability coverage with limits not less than One Million Dollars (\$1,000,000.00).
2. Comprehensive General Liability  
Procure and maintain during the life of the contract Comprehensive General Liability coverage not less than One Million Dollars (\$1,000,000.00), Five Hundred Thousand Dollars (\$500,000.00) personal injury and Five Hundred Thousand Dollars (\$500,000.00) premises and operations.



3. Business Automobile Liability

Procure and maintain for the life of the contract Automobile Liability Insurance not less than Two Million Dollars (2,000,000.00), One Million Dollars (\$1,000,000.00) personal injury and One Million Dollars (\$1,000,000.00) property damage.

**Indemnification**

To the fullest extent of the law, Contractor will protect, indemnify, defend, and hold harmless the SCSD Board of Education, Stephens County Schools, all officers, employees, and representatives and their successors from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs or charges, including attorney's fees and expenses arising directly or indirectly from or in conjunction with:

1. Any breach of agreement,
2. Any actual or alleged negligent error, omission, intentional misconduct or violation of law by Contractor, Contractor employees, subcontractors, representatives in the non-performance of the services required to be performed by the Contractor, or
3. SCSD's enforcement of its rights under this indemnity provision.

Contractor will defend, indemnify and hold harmless SCSD Board of Education, Stephens County Schools, all officers, employees, and representatives and successors from and against any and all liability, losses, damages, or expenses or costs to SCSD; including attorney fees and expenses as a result of any claims, demands, damages, costs of judgments against SCSD based on allegations that as a consequence of the equipment and services rendered hereunder; any equipment, program, software designed, developed, amended, merged, or reconstructed, alone or in combination with other equipment, programs, software, infringes on any patent, copyright, or misappropriates a trade secret. If any such equipment, program, software or any part thereof, is held to constitute an infringement, misappropriation and use of the equipment, program, or software is enjoined, the Contractor will, at its own expense, either:

1. Procure for SCSD the right to continue to sue the equipment, program, software or part thereof;
2. Replace the equipment, program, or software with a non-infringing replacement, provided replacement does not modify the equipment, program, or software to compromise performance and meets SCSD specifications; or make it non-infringing, provided modification does not compromise performance and meets SCSD specifications.

In the event both SCSD and Contractor are named as defendants in the same civil action, and SCSD determines that a conflict of interest exists, Contractor will provide, at its own cost, independent counsel for SCSD. SCSD may designate its General Office Counsel as equal participating counsel in any litigation wherein SCSD is defended by the Contractor.

Contractor's obligations under this indemnity will survive the expiration and termination of the contract.

### **Public Records Law**

All proposal documents and other materials submitted by Contractor in response to this RFP will be open to inspection by any person and in accordance with Georgia open record statutes. Proprietary information shall be clearly identified as such and the Georgia Code covering such declaration shall be cited by Title, Chapter, Section, Sub-section, etc. SCSD accepts no responsibility for the release of any information not so noted.

### **Permits and Licenses**

Contractor will be responsible for obtaining any necessary permits and licenses; and will comply with all laws, rules, regulations, codes, and ordinances local, state and federal at no additional cost to SCSD.

Contractor agrees to maintain adequate General Liability, Vehicular Liability, Workers Compensation, Fidelity Bond, and Professional Liability insurance coverage. Contractor will submit certificates as proof of the aforementioned coverage to SCSD upon written request.

### **Costs Incurred in Responding**

All costs directly and indirectly related to proposal preparation, representation, or clarification shall be the sole responsibility of the Contractor.

### **Sub-Contracts**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor(s) and SCSD. The Contractor will be fully responsible for the acts and omissions of the sub-contractors and their employees.

## **Termination**

Appropriation of Funds: This RFP contract is subject to the appropriation of funds for such purpose of SCSD. If sufficient funds are not authorized, the parties mutually agree that the contract may be terminated or amended in response to the elimination or reduction of funding.

If the contract is terminated, Contractor agrees to take back any chemical delivery systems, software, or hardware, terminate all services supplied to SCSD, and relieve SCSD of any further financial obligation after the date of contract termination.

With prior permission and arrangements with SCSD, together with proper invoice credits, anything delivered after the date of termination the Contractor may return to the district and retrieve.

Other than as specified herein, plus any equipment that might be on loan to the district, should this contract be terminated, the Contractor will have no right to remove any other materials that were invoiced and approved for payment prior to the contract termination date.

Further, any materials remaining in SCSD inventory that were delivered and invoiced while the contract was in force, must remain with SCSD without further financial obligation.

**Other:** SCSD has the right to terminate the contract based on these conditions

1. Bankruptcy or any insolvency of either party;
2. Failure to comply with local, state or federal laws,
3. Expiration of the RFP, renewal periods or month-to-month option,
4. Upon sixty (60) day written notice from SCSD.
5. Unsatisfactory performance – with 30 day notice

## **Waiver**

The proposer agrees to waive any claims that they may have against Stephens County Board of Education, its employees, agents, members, representatives, and legal counsel, arising out of or in connection with the administration, evaluation, ranking, recommendation, or selection of any proposal; waiver of any representation under the proposal or documents; accept or reject any proposal or qualifications and award of the contract.

## **License and Intellectual Property Rights**

Contractor is the lawful owner/licensee of all chemical delivery systems, hardware, methods, methodologies, and pre-existing intellectual property in the equipment, or used in the performance of services. Contractor has the right to permit SCSD access to or use of hardware, methods, methodologies, and intellectual properties.

The equipment and services delivered will not be in violation of any law, rule or regulation. Contractor will obtain all permits and licenses in compliance with such laws and regulations.

The equipment and services will not violate or infringe the rights of third parties; including propriety information, non-disclosure rights, or intellectual property rights. Intellectual Property shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, other information (patentable and tangible or not), industrial rights, proprietary rights, documentation, and any and all applications, whether registered or not as of the effective date of the contract, or at any later date.

Should contractual relationships be terminated between the Contractor and SCSD, the Contractor, with prior permission and arrangements with SCSD, and at the discretion of SCSD as to when this can reasonably occur, the Contractor will be allowed to remove chemical delivery systems, hardware from the district.

As with dispenser changes, any wall damage or painting required to make the SCSD facilities whole in structural integrity and appearance will be at the sole cost and responsibility of the Contractor to swiftly remedy and correct.

### **Confidentiality**

Contractor will maintain the confidentiality of all information provided by SCSD in the strictest confidence and will neither use or disclose it to anyone other than employees requiring the information to perform services, without the written consent of SCSD to the extent permitted by law. SCSD will retain the right to enjoin any unauthorized disclosure in an appropriate court of law. Contractor will not issue any public statements without the prior written consent of SCSD.

### **Nondiscrimination**

During the performance of the contract, Contractor will not unlawfully discriminate against any employee or employment applicant because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. Contractor will include the nondiscrimination and compliance provisions of this clause in all subcontracts performing work under the contract.

### **Drug Free Work Place**

Contractor certifies that: A drug free work place and programs in compliance with O.C.G.A. Section 50-24-3 which requires certain publications to, and agreements from, the Contractors employees during the term of the RFP will be maintained.

Contractor will secure from any subcontractor the following written certification: “As part of the subcontracting agreement with (Contractor’s Name), (Subcontractor’s Name) certifies to

Contractor that a drug free work place will be provided for subcontractor's employees pursuant to paragraph 7 of subsection B of O.C.G.A. Section 50-24-3.

Contractor may be suspended, terminated, or debarred if it is determined that:

1. Contractor falsified the above certification.
2. Contractor has violated certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3.

### **Background Checks**

SCSD requires that a criminal investigation be made of all Contractor personnel providing services to SCSD. Upon contract award Contractor must provide a signed affidavit that background checks have been completed for all employees and subcontracted personnel that will be on-site at an SCSD facility. Contractor shall refrain from assigning personnel to any task if such investigation reveals a disregard for the law or indicates an unacceptable security risk is determined by SCSD in the following, but not limited to, areas:

1. Crimes against a person
2. Felony drug possession
3. Drug possession with intent to distribute
4. Felony theft
5. Sex crimes
6. Moral turpitude

### **Force Majeure**

Neither party shall be deemed in default of the RFP of any provision hereunder to the extent that any delay or failure in the performance of obligations of such party (other than the payment of money) results from significant causes beyond its reasonable control, without fault or negligence by the party. Examples of such causes include, but are not limited to:

1. Acts of God
2. Acts of the government in its sovereign or contractual capacity
3. Fires
4. Floods
5. Epidemics
6. Quarantine restrictions
7. Earthquakes

### **Governing Law**

The RFP will be governed by the laws of the State of Georgia.

**THIS CONCLUDES THE RFP DOCUMENT.**