

**CONTRACT FOR JANITORIAL SERVICES
BETWEEN
AUGUSTA, GEORGIA, and IMMACULATE FACILITIES GROUP, LLC**

This Janitorial Services Contract is entered by, and between, Augusta, Georgia, a political subdivision of the State of Georgia, through its Board of Commissioners, whose address is 535 Telfair Street, Augusta, Georgia, 30901, hereinafter referred to as “Augusta,” and Immaculate Facilities Group, LLC, a domestic limited liability company, whose principal place of business is located at 630 Ellis Street, Suite 2-C, Augusta, Georgia 30901, hereinafter referred to as “Contractor.”

WHEREAS, Augusta desires to engage a qualified and experienced Contractor to provide janitorial services for Augusta Fire Department facilities, as specified in RFP #24-191; and

WHEREAS, Contractor responded to Bid Item #24-191, and has represented to Augusta that it has the requisite experience and qualifications to provide the services required therein; and,

WHEREAS, Augusta has relied on Contractor's representations and response to Bid Item #24-191, and selected Contractor as the most responsible and responsive proposer based on its submittal;

NOW, THEREFORE, in consideration of the foregoing provisions contained herein and the mutual benefits derived therefrom, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and Augusta agree as follows:

1. **Term**. This Contract shall commence as of the date executed by Augusta (“Commencement Date”) and shall have an initial term of two (2) years. Thereafter, this Contract may be extended for three (3) additional one (1) year terms, unless either party provides notice of termination at least ninety (90) days prior to the end of the then current term. This contract shall: (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st at 11:59p.m., as required by O.C.G.A §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, at 12:00 a.m., unless terminated in accordance with the termination provisions of this contract; and (iii) terminate absolutely, with no further renewals, five (5) years from Commencement Date.

2. **Description of Services**. In consideration of the compensation received under this Contract, Contractor will provide janitorial services and supplies for the Augusta Fire Department Administration Building, located at 3117 Deans Bridge Road, Augusta, Georgia 30906, as specified in RFP #24-191 and Contractor’s submittal thereto.

3. **Compensation.** Contractor's rate of compensation will be twenty thousand, seven hundred, eighty dollars and twenty-eight cents (\$20,780.28) annually, as outlined on the bid form, attached hereto as Exhibit A, "Fee Proposal."

Augusta shall pay Contractor one thousand, seven hundred, thirty-one dollars and sixty-nine cents (\$1,731.69) monthly, applicable taxes included, provided Contractor's work is performed to standards and all other conditions for payment are met. Said payment is inclusive of all expenses incurred by Contractor to provide the required services outlined in RFP 24-191. No additional money will be paid by Augusta in association with the execution of this project outside of the agreed upon fee proposal.

4. **Payments:** On the condition that Contractor has accomplished the required services outlined in RFP 24-191 to the satisfaction of Augusta's Fire Department, payments shall be made to Contractor within thirty (30) days from receipt of properly documented invoices, as determined by the Janitorial Services Required Schedule. Contractor shall provide an invoice that provides detailed billing for services provided no later than ninety (90) calendar days after the date the services have been rendered. Invoices for basic services, based on Contractor's services, as rendered, shall be submitted at the end of each monthly billing period. Invoices received ninety (90) calendar days after the services have been rendered may be considered null and void. Invoices shall reference the purchase order number assigned to this contract.

Invoices shall be addressed as follows:

Augusta Fire Department Fire Administration
3125 Dean's Bridge Road
Augusta, GA 30906

Notwithstanding anything in RFP24-191, or Contractor's proposal, Augusta shall have the right to withhold or deduct payments in the event of Contractor's non-performance. Payments will be considered timely if made by Augusta within 30 days of receipt of a properly itemized invoice.

5. **Supervision/Employees.** Contractor will perform all work under this contract with its own employees and will assign a supervisor who will oversee the work performed under this contract, and of whom shall have authority to represent Contractor in dealing with AFD's authorized representative(s). The name, address, and telephone number of the supervisor shall be furnished to AFD's authorized representative(s). Contractor shall ensure the following:
 - a) All employees working under this Contract will be required to have had and passed background checks prior to working on Augusta Fire Department's sites. A copy of such

background check shall be provided to Augusta if it includes a felony conviction, and the Contractor intends to employ the individual on site. Augusta reserves the right to request copies of all background checks on employees or subcontractors.

- b) All subcontractors employed by Contractor to work on any Augusta site, must be approved by Augusta, and are subject to background verification.
- c) Contractor shall prohibit his/her employees or subcontractors from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official city business.
- d) Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility exterior doors remain locked during his/her work hours and upon Contractor's departure from the facility.
- e) Contractor will ensure that industry accepted safe practices are followed in performance of its work, including but not limited to, placing appropriate signage warning of wet or newly waxed floors and labeling of containers containing chemicals. After each period of cleaning and other services, the areas shall be inspected for fire hazards, unnecessary lights shall be turned off, and outside doors and windows closed and locked.
- f) Contractor hereby accepts responsibility for all key cards or keys issued to Contractor. Contractor agrees that no duplicate key cards or keys will be made and Contractor acknowledges it is responsible for returning all key cards and/or keys that may have been provided to Contractor and/or its employees or subcontractors who terminate services with Contractor. Should Contractor fail to return any key cards or keys issued, Contractor will be responsible for all costs associated with ensuring the security of the building as a result of its failure to return any of the key cards or keys issued, including, but not limited to, re-keying and/or reprogramming of the key card/security system.
- g) Contractor shall prohibit small children from being on the premises during the time services are being performed.
- h) By mutual agreement between Augusta and Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs who are incompetent, careless and/or insubordinate, or who do not exhibit proper dress and decorum expected in city owned facilities. Augusta may require Contractor not to assign any worker it deems incompetent, careless, insubordinate, or otherwise objectionable to perform on Augusta's jobs/sites.

Contractor shall comply with all applicable federal, state, and local laws and codes regarding work conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships.

6. **Hours of Work:** Janitorial services shall be performed starting after 5:00 P.M., and completed before 7 A.M., Monday through Saturday, each week, unless otherwise specified herein. Services shall not be performed in the office areas during office hours except by express

written permission of Augusta. Upon request, a responsible representative of Contractor shall be available during office hours for joint inspection of the premises, consultation and/or receipt of instructions.

7. **Equipment and Supplies.** Unless otherwise specified herein, Contractor shall provide supplies, including, but not limited to, all soaps, paper products, cleaning agents and plastic trash bags as stated in RFP # 24-191. Augusta will provide a janitorial closet for Contractor's use. Contractor shall supply all necessary tools, equipment, waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies. Materials shall be first quality, shall give good service, and shall give results satisfactory to Augusta.
8. **Drug-Free Workplace.** Contractor 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. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the with the Georgia Drug-Free Workplace Act as provided in O.C.G.A Section 50-24-1 et seq., throughout the duration of this contract.
9. **Non-Discrimination.** The Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies in the administration of this contract.
10. **Non-Compliance with Non-Discrimination Laws.** In the event of Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy in the administration of this contract, this contract may be rescinded, cancelled, terminated in whole or in part, and Contractor may be declared ineligible for further contracts with Augusta. The Contractor shall, however, be given a reasonable time in which to cure such non-compliance.
11. **Subcontracting.** The Contractor shall not enter subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from Augusta.
12. **Assignment.** The Contractor shall neither assign this contract, nor any claim arising under this contract, without the written consent of Augusta.
13. **Adverse or Disparaging Comments.** Contractor understands that community trust is integral to Augusta's Fire Department's mission and, as such, agrees to not engage in unlawful activities or make comments on equipment, personnel, or Augusta that a reasonable person would perceive as adverse or disparaging to Augusta and/or its Fire Department.
14. **Non-Exclusivity.** Nothing contained in this contract shall be construed to limit in any way Augusta's right to contract for the same or similar services for which the Contractor is engaged

hereunder during the term of this contract, including, but not limited to any compensation as Augusta may in its sole discretion deem appropriate. Nothing contained in this contract shall be construed to limit in any way Contractor's right or ability to make its services available to the public during the term of this contract, or to enter contracts or other agreements with any other individual or entity.

15. **Insurance Coverage.** Prior to commencing service, Contractor shall obtain at least the minimum insurance coverage as specified herein. Said insurance is to be paid for and kept in force by Contractor throughout the effective term of this Contract. Upon execution, Contractor is required to provide evidence of insurance coverage, endorsed as specified herein, to Augusta.

- a. General Liability: Commercial General Liability or Comprehensive General Liability insurance on "occurrence" form, having a combined single limit coverage of not less than \$1,000,000 (one million dollars) or more as may be required by Customer, and endorsed to include contractual liability, personal injury, completed operations, and broad form property damage liability, insuring Subcontractor against liability arising out of the business operations of Contractor and services(s) to be performed under this Contract. Contractor agrees that should aggregate limits of liability be reduced due to loss or claims, such aggregate limits will be restored to the minimum stated in the provision. The coverage's, provisions, and limitations of said policy will not limit liability of Contractor. If, in the reasonable opinion of Augusta, the amount of liability coverage required is not adequate, or specific Customer requirements raises such limits, Contractor will increase said insurance limit, as required by Customer or Augusta, and provide evidence of such increased coverage to Augusta.
- b. Automobile Liability: Combined single limit of not less than \$1,000,000 (one million dollars) which shall include owned motor vehicles, non-owned motor vehicles, and hired motor vehicles and will insure against death or injury to persons and property damage caused by Contractor in the course and scope of providing services.
- c. Worker's Compensation: Worker's Compensation in accordance with the laws of the State of Georgia.
- d. Blanket Fidelity Bond: Fidelity Bond against liability for theft in the amount of \$2,500 or higher, for any one theft.

All policies of insurance required under this paragraph will provide that they may not be canceled, nor the coverage materially changed, without thirty (30) days prior written notice to Augusta. The policies of insurance for General and Motor Vehicle Liability will name Augusta as an additional insured, will be, and so state, that Augusta is primary, and that Augusta will incur no liability.

16. **Licensing, Accreditation, and Registration.** Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this contract.
17. **Responsibilities.** Contractor will adhere to the information submitted in Bid Item #24-191. Contractor shall converse monthly with Augusta's Contract Administrator, or its designee, to ensure that Augusta is satisfied with Contractor's level of service.
18. **Specified Excuses for Delay or Non-Performance.** Neither Party will be liable for delays in performing its obligations under this Contract to the extent that the delay is caused by Force Majeure; provided, however, that within thirty (30) business days of the Force Majeure event, the Party whose performance is delayed provides the other Party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Force Majeure events shall include, but shall not be limited to; fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labor unrest, acts of God, declared epidemics/pandemics (excluding COVID-19), omissions or acts of public authorities, or changes in law, regulations, or policies of the Government. In any such event, the contract price and schedule shall be equitably adjusted.
19. **Defective Pricing.** To the extent that the pricing provided by Contractor is erroneous and/or defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
20. **Georgia Prompt Pay Act.** The terms of this contract supersede all provisions of the Georgia Prompt Pay Act.
21. **Advance Payments Prohibited.** No payment in advance of, or in anticipation of, services to be provided under this Contract, shall be made by Augusta.
22. **Prohibition Against Contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that Contractor has not received any non-Augusta fee related to this Contract, without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Contract without liability, or at its discretion, and to deduct from the contract price, the full amount of such commission, percentage, brokerage, or contingent fee.

23. **Rights and Obligations.** All rights and obligations of the parties to this Contract will be subject to, and governed by, the terms of this Contract, Bid Item #24-191 and attachments hereto. In the event of inconsistencies with the terms of this Contract and/or other documents, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Bid Item #24-191 and (2) this Contract, including any attachments/exhibits.
24. **Changes and Modifications.** Subject to provisions outlined herein, any change or modification to this Contract must be in writing and signed by both parties.
25. **Independent Status of Augusta and Contractor.** The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor will not hold himself/herself out as, nor claim to be an officer or employee of Augusta by reason of this Contract.
26. **Termination:** This contract may be terminated, in whole or in part, without cause, by either party, by providing sixty (60) days written notice to the affected party. Contractor shall be paid for any validated services under this contract up to the time of termination.

This contract will terminate immediately, and absolutely, at such time as appropriated, and otherwise unobligated, funds are no longer available to satisfy the obligations of Augusta.

27. **Termination for Cause & Procedures:** This contract may be terminated by either party for the following conditions,
- a. Failure of either party to perform under the terms of this contract. In such case, the aggrieved party shall notify the other party, in writing, via certified mail, of such failure and demand that the same be remedied within five (5) calendar days of receipt of said notice. Should the defaulting party fail to remedy same within said period, the other party shall then have the right to terminate this contract by giving the other party ten (10) calendar days' written notice.
- Performance failure can be defined as, but is not limited to, failure to provide any of the conditions of the specifications or special conditions of bid.
- b. After receipt of notice of termination, and except as otherwise directed by Augusta, the Contractor shall:
 - i) Stop work under this Contract on the date and to the extent specified in the notice.

- ii) Place no further orders for materials, services or facilities, except as may be necessary for completion of such portion of this Contract, as if not terminated.
- iii) Complete performance of any part of this Contract not terminated by Augusta.
- iv) Take all action as may be necessary, or as Augusta may direct, for the protection and preservation of the property of Augusta, which is in Contractor's possession.

Unless otherwise provided in this contract, Augusta shall pay Contractor the agreed upon price for services provided to Augusta prior to the effective date of termination, unless the termination is for cause, in which case Augusta shall determine the extent of liability. Augusta may withhold from any amounts due to Contractor for services, such a sum as Augusta determines to be necessary to protect it against potential loss or liability. The rights and remedies of Augusta provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- c. All notices of performance failure must be submitted in writing to Augusta's Procurement Department, 535 Telfair Street, Suite 605, Augusta, GA 30901. The Procurement Department shall be the final authority for all performance resolutions.

28. Treatment of Assets.

- a. Title to all property furnished by Augusta shall remain with Augusta.
- b. Title to all property furnished by Contractor shall remain with Contractor.
- c. Any property of Augusta furnished to Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.
- d. The Contractor shall be responsible for any loss or damage to property of Augusta (including all related expenses,) which results from the act, omission, or negligence of Contractor.
- e. Upon the loss or destruction of, or damage to, any Augusta Property, Contractor shall notify Augusta thereof and shall take all reasonable steps to protect the property from further damage.
- f. Contractor shall surrender to Augusta all property of Augusta prior to settlement, upon completion, termination, or cancellation of this contract.

- 29. Indemnification.** To the fullest extent of the Law, Contractor shall protect, indemnify, hold harmless and save Augusta and its employees, agents, officers, and directors from and against all liabilities, claims, suits, demands, damages, losses, expenses, including attorney fees, arising out of, or resulting from, the performance of its work under this contract. Contractor shall be responsible for any damage caused by its employees to Augusta property, equipment and/or fixtures, and shall provide all repairs/replacements as appropriate, and at no cost, to Augusta. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist in the absence of this contract.

30. **Open Records Act.** Notwithstanding anything contained herein, the parties acknowledge that Augusta is required to comply with Georgia's Open Records Act (O.C.G.A. §50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. Contractor shall cooperate fully in responding to such request and make all records not exempt, available for inspection and/or copying as provided by law. The parties agree that a disclosure by Augusta pursuant to such Act shall not be a violation of the provisions of this Contract.
31. **Records, Documents, and Audits.** Contractor will retain all books, records, documents, and other materials relevant to this contract for five (5) years after each Contract year to make them available at all reasonable times for inspection, review, or audit by Augusta or other personnel authorized by Augusta. Contractor's records that are subject to audit, shall include, but is not limited to, job tickets, itemized materials slips, and the detailed time records an rate of pay documents, for any employee whose time is billed to Augusta for services rendered.
32. **Safeguarding of Information:** The use or disclosure by Contractor of any information obtained because of its performance under this Contract concerning Augusta for any purpose not directly connected to the administration of Contractor's responsibilities with respect to services provided under this Contract, is prohibited, except by written consent of Augusta.
33. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared severable.
34. **Waiver.** Waiver of any breach of any provision of this Contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Contracting Officer, and attached to the original Contract.
35. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delay the work, to be performed by Contractor under this Contract.
36. **Governing Law and Jurisdiction.** This Contract shall be construed and interpreted in accordance with the laws of the State of Georgia. All claims, disputes, and other matters in question between Augusta and Contractor arising out of, or relating to, the Contract or its breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. By

executing this Contract, Contractor specifically consents to jurisdiction and venue in Richmond County, Georgia, and waives any right to contest same.

37. E-Verify. Pursuant to O.C.G.A. §13-10-91, Contractor will execute an Affidavit verifying and stating affirmatively that it has registered with, and is participating, in a federal work authorization program. Contractor will provide its E-Verify number to Augusta, and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and shall continue to use the federal authorization program throughout the contract term.

Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, it will secure from each subcontractor(s), each subcontractor's E-Verify number as evidence of verification, and in compliance with O.C.G.A §13-10-91, on the subcontractor affidavit as provided in Rule 300-10-01-08, or a substantially similar form. Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Augusta at the time the subcontractor(s) is retained to perform such physical services.

38. Local Small Business: In accordance with Chapter 10B of the Augusta, Georgia, Code, Contractor expressly agrees to collect and maintain all records necessary for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augusta.gov. in accordance with Augusta, Georgia Code §1-10 129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such report(s) within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth herein, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

39. Acknowledgment: Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may require the legislative

authorization of Augusta's Board of Commissioners. Under Georgia Law, Contractor is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, under a contract that has not received proper legislative authorization, or if the Contractor provides goods or services to Augusta more than any contractually authorized goods or services, as required by Augusta's Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta and waives all claims to payment for the provision of such unauthorized goods or services however characterized, including, without limitation, all remedies at law or in equity.

40. **Entire Agreement:** Bid Item #24-191, and this Contract, contain all the terms and conditions agreed upon by the parties. All items incorporated in this Contract by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be considered to exist or to bind any of the parties to this Contract unless otherwise stated in this Contract.

{SIGNATURES ON THE FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in triplicate form, each of which shall be deemed an original on the date written below.

This _____ day of _____, 20____.

IMMACULATE FACILITIES GROUP, LLC

JAMES ALEXANDER
President & CEO
Owner

Date

AUGUSTA, GEORGIA

GARNETT L. JOHNSON
As its Mayor

Date

Attest:

[Seal]

Lena Bonner, Clerk of Commission

EXHIBIT A

Fee Proposal

The fee proposal should include all expenses associated with providing the required services. No additional expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.

Monthly Fee: \$1,731.69 /Monthly

Total Annual Lump Sum:
Monthly Fee X 12 months \$ 2 0, 7 8 0 . 2 8 Annual

SUBMITTED BY:

NAME: James Alexander, President

and CEO COMPANY: Immaculate

Facilities Group LLC ADDRESS: 630

Ellis Street, Suite 2C

CITY/STATE: Augusta, GA 30901

TELEPHONE NO.: 706-524-6608 FAX NO.: — — — — — — — — — —

EMAIL: ifg@ifg-us.com

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 24-191-Janitorial Services for the Augusta Fire Department Administration Building - Fee Proposal

RFP 24-191Janitorial Services for the Augusta Fire Department Administration Building
RFP Due: Wednesday, May 22, 2024 @ 11:00 a.m.