



**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458**

**INVITATION TO BID
BULLOCH COUNTY RECREATION AND PARKS DEPARTMENT
JANITORIAL & CLEANING SERVICES**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: A contract for janitorial & cleaning services. The janitorial & cleaning services shall be used at various buildings within the Bulloch County Recreation & Parks Department (BCRPD). Bulloch County is asking for a guaranteed price on all services bid for the period of July 1, 2023 to June 30, 2024, with an option to renew for two (2) successive fiscal year periods.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, May 15, 2023. Prospective bidders shall file all documents necessary to support their bids. Faxed or e-mailed bids will not be accepted.

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid and supporting documents along with one (1) copy must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened, and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Operations Manager will recommend the selection of a bid most advantageous to the County or the rejection of all bids, which final decision will be made by the Board of Commissioners.

Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Janitorial & Cleaning Bid; Bid Opening: May 15, 2023 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on **page 19** that lists the forms that must be included in the sealed bid submission. All items requiring signatures must be signed and all items requiring a notary must be notarized. Failure to return any of the items or incorrectly completed items on the check list will be justification for non-acceptance of the submitted sealed bid.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose bid is within 5% of the lowest bid may be given an opportunity to match the lowest bid. This policy shall be stated in all applicable solicitations but does not apply to public works construction projects or road projects.

For purposes of this provision, a “local vendor” is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A “principal business location” is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold, or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives, or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted bid. It is the vendor’s responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference.

Award and Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids

that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

Exceptions to Specifications: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the “Exceptions to Specifications” sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered. Time is of the essence.

TERMS AND CONDITIONS

Changes: The contract, as executed and approved, shall constitute the entire agreement between the parties, and no change or modification of the contract shall be binding upon BCRPD unless the change or modification shall be in writing, consented and approved by BCRPD.

Service Description: Services shall be provided on a scheduled cleaning basis for the general cleaning, sanitation and floor maintenance services for Parks and Recreation Department buildings. Specific services are detailed in the attached specifications. All cleaning shall have to be approved by Darryl Hopkins of BCRPD. Bids shall include the cost of housekeeping, sanitation services, floor maintenance, plus on-the-job supervision, and management of employees. The service provider will be responsible for all material and supplies costs except for paper products which will be provided by the owner. Bid price must include all costs for labor, materials (except paper products to include toilet tissue/paper towels/ trash bags), and supervision.

Bid Form: The bid form contained in this document shall be used in submitting your bids. All items shall be bid on as listed. Any miscellaneous bid items not listed, but necessary to complete the work shall be included as a Miscellaneous Bid Item.

Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Lawsuits/Bribery/Conflicts of Interest/Defaults: Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors, and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Contact: If awarded, the successful vendor shall be required to name a contact person for the servicing of this agreement.

Project Schedule: The project shall be defined in the notice to proceed and be complete according to the time schedule set forth in the contract. Time is of the essence.

Site Visits: An on-site visit will not be mandatory, however, if areas covered under this contract would like to be viewed, please contact Darryl Hopkins, Operations Manager, at dhopkins@bullochrec.com.

Insurance Requirements: The Contractor **must submit**, with bidding documents, a Certificate of Liability Insurance indicating required insurance coverage. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Payment: Payments will only be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days of receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

Regulatory Agencies: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

Anti-Discrimination Clause: Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

Questions: All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

Bid Reservations: The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids.

Termination: County's Right to Terminate Contract:

Termination for Cause: If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than seven (7) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any breach of this Agreement, and the **COUNTY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **COUNTY** from such breach can be determined.

Termination for Convenience: The **COUNTY** shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the **CONTRACTOR**. In such an event, the **CONTRACTOR** will be paid a fair and reasonable payment as determined by the **COUNTY** for the work completed as of the date of termination.

Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

Immigration: (page 18) On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia's public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-Verify System. This includes out-of-state contractors. E-Verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. Affidavits are enclosed in this solicitation. All Proposers are to read and complete the E-Verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third-party administrator, do not enter their name in place of the user identification number; the administrator's name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective). There are no alphabetical letters in the E-verify Company ID#.

If you only include the third-party administrator's name and not the actual authorization number, this will result in your solicitation response being rejected as non-responsive.

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

For technical questions concerning this bid contact Darryl Hopkins, Operations Manager, at dhopkins@bullochrec.com

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.

**BID SPECIFICATIONS
for
JANITORIAL & CLEANING SERVICES**

5-FIELD SOFTBALL COMPLEX

1. SCORERS AREA: July 5 – October 31, 2023 & February 5 – June 30, 2024

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Empty wastebaskets	X			
Dust all furniture including desks, chairs, tables	X			
Dust all exposed filing cabinets, bookcases and shelves	X			
Clean and sanitize telephones	X			
Clean and sanitize drinking fountains	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Spot clean desk tops	X			
Spot clean reception lobby glass including front door and any partition or door glass		X		
Clean entire interior glass in partitions and doors		X		
Clean window seals inside and out		X		
Remove dust and cobwebs from ceiling areas		X		
Vacuum all carpeted areas	X			
Spot clean spills and stains on carpeted floors	X			
Vacuum furniture		X		

2. SCORERS AREA WASHROOM and PUBLIC WASHROOMS: July 5 – October 31, 2023 & February 5 – June 30, 2024

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins	X			
Clean all glass and mirrors	X			
Empty all containers and disposals, insert liners as required, clean and sanitize container	X			
Empty and sanitize interior of sanitary container	X			
Spot clean all walls, doors and partitions	X			
Refill all dispensers to normal limits – napkins, soap, tissue, towel, liners, seat holders, cups to be supplied by the owner	X			
Sweep, damp mop, and sanitize hard floor	X			
Low dust all horizontal surfaces to hand height (70”) including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Clean and sanitize drinking fountains	X			

3. CONCESSION AREA: July 5 – October 31, 2023 & February 5 – June 30, 2024

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Sweep damp mop and sanitize hard floor	X			
Clean counter tops both inside building and metal surfaces outside building	X			
Clean glass windows both inside and out	X			
Low dust all horizontal surfaces to hand height (70”) including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		

4 -FIELD BASEBALL COMPLEX

1. SCORERS AREA: July 5 – October 31, 2023 & February 5 – June 30, 2024

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Empty wastebaskets	X			
Dust all furniture including desks, chairs, tables	X			
Dust all exposed filing cabinets, bookcases and shelves	X			
Clean and sanitize telephones	X			
Clean and sanitize drinking fountains	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Spot clean desk tops	X			
Clean entire interior glass in partitions and doors		X		
Clean window seals inside and out		X		
Remove dust and cobwebs from ceiling areas		X		
Vacuum carpeted areas in traffic lanes only	X			
Spot clean spills and stains on carpeted floors	X			
Vacuum furniture		X		

2. SCORERS AREA WASHROOM and PUBLIC WASHROOMS: July 5 – October 31, 2023 & February 5 – June 30, 2024

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins	X			
Clean all glass and mirrors	X			
Empty all containers and disposals, insert liners as required, clean and sanitize container	X			
Empty and sanitize interior of sanitary container	X			
Clean all walls, doors and partitions	X			
Refill all dispensers to normal limits – napkins, soap, tissue, towel, liners, seat holders, cups to be supplied by the owner	X			
Sweep, damp mop, and sanitize hard floor	X			
Low dust all horizontal surfaces to hand height (70”) including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Clean and sanitize drinking fountains	X			

3. CONCESSION AREA: July 5 – October 31, 2023 & February 5 – June 30, 2024

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Sweep, damp mop and sanitize hard floor	X			
Clean counter tops both inside building and metal surfaces outside building	X			
Clean glass windows both inside and out	X			
Low dust all horizontal surfaces to hand height (70”) including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		

3-FIELD/SOCCER COMPLEX

1. PUBLIC WASHROOMS: July 5 – November 30, 2023 & February 5 – June 30, 2024

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins	X			
Clean all glass and mirrors	X			
Empty all containers and disposals, insert liners as required, spot clean and sanitize container	X			
Empty and sanitize interior of sanitary container	X			
Clean all walls, doors and partitions	X			
Refill all dispensers to normal limits – napkins, soap tissue, towel, liners, seat holders, cups to be supplied by the owner	X			
Sweep, damp mop, and sanitize hard floor	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Clean and sanitize drinking fountains	X			

2. CONCESSION AREA: July 5 – November 30, 2023 & February 5 – June 30, 2024

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Sweep, damp mop and sanitize hard floor	X			
Clean counter tops both inside building and metal surfaces outside building	X			
Clean glass windows both inside and out	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		

BROOKLET COMMUNITY BUILDING: July 5, 2023 – June 30, 2024

(NOTE: THREE DAYS A WEEK)

	Mon/Wed/Fri	Weekly	Monthly	Semi Annually
Empty all containers and disposals Spot clean exterior and interior of all containers	X			
Clean doors, frames, light switches, kick and push plates, handles, walls, and interior glass	X			
Low dust (below 36”) and high dust (above 72”) all horizontal surfaces		X		
Clean entire interior glass in partitions and doors		X		
Sweep, damp mop, and sanitize hard floor	X			
Damp mop resilient and hard floors/ buff tiled floor		X		
Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins	X			
Clean all glass and mirrors	X			
Empty all containers and disposals, insert liners as required, spot clean and sanitize container	X			
Empty and sanitize interior of sanitary container	X			
Clean all walls, doors and partitions	X			
Refill all dispensers to normal limits – napkins, soap, tissue, towels, liners, seat holders, cups to be supplied by the owner	X			
Low dust all horizontal surfaces to hand height (70”) including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		

VENDOR INFORMATION SHEET

1. Firm: _____

Address: _____

2. Orders to be mailed to:

Firm: _____

Address: _____

3. Payments to be mailed to:

Firm: _____

Address: _____

4. Contract Administrator:

Name: _____

Title: _____

Address: _____

Phone: _____

5. Business License #: _____

6. Payment Terms: Net 30 days

BID FORM

TERM CONTRACT FOR JANITORIAL & CLEANING SERVICE

Please enter the monthly cost of service under appropriate months, total for each facility, and then the grand total.

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	TOTAL
5-Field/Softball Complex					X	X	X						
4-Field/Baseball Complex					X	X	X						
3-Field/Soccer Complex					X	X	X						
Brooklet Building													
GRAND TOTAL													

Grand Total Service contract cost (in words): _____

Company Name: _____

Company Address: _____

Phone Number: _____

FAX #: _____

E-mail: _____

Business License #: _____

Signature: _____

Title: _____

Print Name: _____

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____ 20____.

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **May 15, 2023 @ 3:00pm**, but may not be withdrawn after such date and time for a period of **60** days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this ____ day of _____ 20____.

NOTARY PUBLIC _____

CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization 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.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions.

EEV/Basic Pilot Program* E-verify Company ID#

Date of Authorization

Company Name

By: _____
Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Janitorial and Cleaning Services for BCPRD
Name of Project

Bulloch County, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20__.

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Check List

The items on this list shall be returned in the bid package. All items requiring signatures must be signed and all items requiring a notary must be notarized. Failure to complete and return any of the items listed will be justification for not accepting a submitted sealed bid for this project.

- 1. Page 4 – Certificate of Insurance as required
- 2. Page 13 – Vendor Information Sheet
- 3. Page 14 – Bid Form
- 4. Page 15 – Exceptions to Specifications Sheet
- 5. Page 16 – Non Collusion Affidavit
- 6. Page 17 – Vendor Declaration
- 7. Page 18 – Contractor E-verify Affidavit

Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.

FORM OF CONTRACT- EXAMPLE

CONTRACT FOR JANITORIAL AND CLEANING SERVICES

STATE OF GEORGIA

BULLOCH COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between **BULLOCH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **Bulloch County Board of Commissioners** (hereinafter referred to as the "**COUNTY**") and _____ (hereinafter referred to as the "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the **CONTRACTOR** has submitted to the **COUNTY** a description of the services it is willing to undertake in the performance of certain professional services; and,

WHEREAS, the proposal submitted by the **CONTRACTOR** has been approved and accepted by the **COUNTY**; and,

WHEREAS, the parties hereto desire to reduce the terms of this **AGREEMENT** to writing;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

1. **Character of the Work:**

The **CONTRACTOR** agrees to perform, in a manner satisfactory to the **COUNTY**, janitorial and cleaning services for All Buildings as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. Exhibit "A" consists of the Invitation to Bid and associated documents, including but not necessarily limited to the Terms and Conditions, Bid Specifications, General Information, and Bid Form.

2. **Compensation:**

The **COUNTY** agrees to pay the **CONTRACTOR** for services rendered under this agreement in accordance with the price schedule set forth in Exhibit "A". Services can be altered or eliminated by location and/or frequency. Compensation to the **CONTRACTOR** would be modified by the amounts noted in the contract or a mutually agreed upon price. **CONTRACTOR** shall submit invoices not later than the tenth (10th) of each month for the previous month's services, and payment shall be due within ten (10) days of receipt of the invoice by the **COUNTY**. All payments shall be mailed to the **CONTRACTOR**, unless prior arrangements to pick up the payment have been made.

3. Term of Agreement:

The term of this Agreement shall be for a period commencing on July 1, 2023, and ending on June 30, 2024. Time is of the essence.

4. Termination:

Termination for Cause: If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than seven (7) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any breach of this Agreement, and the **COUNTY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **COUNTY** from such breach can be determined.

Termination for Convenience: The **COUNTY** shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the **CONTRACTOR**. In such event, the Contractor will be paid a fair and reasonable payment as determined by the **COUNTY** for the work completed as of the date of termination.

5. Indemnification:

The **CONTRACTOR** agrees to indemnify, hold harmless, and defend the **COUNTY**, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the **CONTRACTOR** will survive the expiration or termination of this Agreement.

6. Proof of Insurance:

The **CONTRACTOR** shall maintain insurance in the types and amounts stated in Exhibit "A" during the term of this Agreement and any renewals or extensions thereof, and shall provide adequate proof of same to the **COUNTY** prior to commencing performance under this Agreement.

7. Assignability/Transferability:

The **CONTRACTOR** shall not assign or transfer any interest in this **AGREEMENT** without the written consent of the **COUNTY**.

8. Entire Agreement; Amendments:

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

9. Notices:

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. mail to the respective parties at the following addresses:

If to the **COUNTY**: Thomas M. Couch, County Manager
Bulloch County Board of Commissioners
115 N Main St.
Statesboro, GA 30458

With a copy to: Jeff S. Akins, Esq.
County Attorney
115 N Main Street
Statesboro, GA 30458
Fax #: (912) 764-8634

If to the **CONTRACTOR**: _____

If sent via regular U.S. mail, such written notice shall be deemed to have been “received” three business days after it is deposited in the mail with a proper address and with adequate postage affixed.

10. No Waiver:

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party’s right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

11. Immunity:

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

12. Legal Construction; Severability:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the **COUNTY** and the **CONTRACTOR** have executed this Agreement as of the first date above written.

COUNTY:

CONTRACTOR:

By: _____

By: _____

Title: County Manager

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____