



REQUEST FOR BID

ANNUAL CONTRACT FOR JANITORIAL SERVICES

Bid Number 2016-GS-08

April 2016

**CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road
Morrow, GA 30260**

**Bid Opening: Wednesday, June 1, 2016 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260**

**Non-Mandatory
Pre-Bid Meeting
And Site Visits: Tuesday, May 17, 2016 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260**

This bid has a SLBE BID DISCOUNT

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Addenda (None Issued at This Time)

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Division 1

General Information

Section 1: Request for Bids

Clayton County Water Authority
1600 Battle Creek Road
Morrow, Georgia 30260

Name of Project: **Annual Contract for Janitorial Services**

The Clayton County Water Authority will open sealed bids from contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Wednesday, June 1, 2016 at 2:00 p.m. local time** for Janitorial Services. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Meeting followed by a Site Visit will be held on **Tuesday, May 17, 2016 at 2:00 p.m. local time** at 1600 Battle Creek Road, Morrow, Georgia, 30260.

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm or by e-mail to **CCWA_Procurement@ccwa.us**. Bidders will need to provide contact information and an email address and any file size transfer limits to insure email transmittals can be made. A hardcopy bid package can also be requested at a cost of \$25.

END OF SECTION

Division 1

General Information

Section 2: Project Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract with an experienced vendor to provide janitorial services for the facilities listed in the “Detailed Janitorial Requirements Bid Form” included in this document. Services indicated herewith will be contracted for the time period of on or around **August 1, 2016 through July 31, 2017** for a total of the initial term for this contract of twelve (12) months.

The contract may be extended for a second and third 12 month period by mutual written consent by both parties with no changes in the terms and conditions.

2.2 General Overview

The Authority currently has nine (9) facilities that require janitorial service. These facilities consist of offices, administrative areas, break rooms, treatment plants, and community use buildings with hours of operations ranging from 7:30 a.m. – 5:00 p.m. to 24-hour operations. Some facilities must be cleaned during operating hours, and others must be cleaned during non-operating hours and each facility’s operating hours can be different. Some facilities must be cleaned on a regular scheduled and other must be cleaned on an as needed basis. These facilities are scattered throughout Clayton County as shown below:

Facility	Address	Est. Area (Sq. Ft.)
Headquarters Administrative Building	1600 Battle Creek Road, Morrow, GA	37,710
Building “A” (D&C and Garage)	7340 A Southlake Parkway, Morrow, GA	5,232
Building “B” (Warehouse and Meter Services)	7340 B Southlake Parkway, Morrow, GA	3,390
Building “C” (Wastewater Maintenance)	7340 C Southlake Parkway, Morrow, GA	2,400
Stormwater Buildings (Front and Rear)	7314 Southlake Pkwy, Morrow, GA	5,387
Forest Park Office	526 Forest Parkway Suite A, Forest Park, GA	1,152
Shamrock Community Use Bldg.	2610 Shamrock Lake Rd, Jonesboro, GA	5,080
Old Casey Administrative Building	8810 Roberts Road, Jonesboro, GA	2,550
J. W. Smith Community Use Bldg.	143 B North Bridge Road, Hampton, GA	2,160
Wetlands Center	2255 Freeman Road, Hampton, GA	4,400

Division 1

General Information

Section 2: Project Overview

2.3 Bid Evaluation

A contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the Request for Bids specifications, and will be the most advantageous to the Clayton County Water Authority (CCWA). An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

CCWA reserves the right to waive any technicalities and to reject or accept any bid in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the Authority. Determination of best response to bid will be the sole judgment of the Clayton County Water Authority.

2.4 Addendum

Bidders may submit questions regarding this bid prior to the bid opening. To be considered, all questions must be received by email at **(CCWA_Procurement@ccwa.us)** by **2:00 pm EST, Monday, May 19, 2016**. Any and all responses to bidder's questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

These instructions are to be followed by every entity bidding to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the Bid, and any Bidder agrees that tender of a Bid constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of bids.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.
3. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

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Section 1: Instructions to Bidders

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.
6. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Bid Form need to be submitted, and these copies must be **typewritten or printed in ink**. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the Bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a Bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the Bid must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
8. All Bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the Bid shall submit it in a sealed envelope on or before the date and time specified in the Bid package. The envelope shall be marked "**Sealed Bid**" and carry the Bid title, and date and time of opening as set forth in the Bid package. The envelope shall also bear the name of the party making the Bid and the party's address. Address Bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a Bid is not submitted, the Bid Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
9. If published price books are a part of your Bid, one price book must be included with your Bid Form, and the successful Bidder is required to furnish additional current price books after award of the Bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder

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Section 1: Instructions to Bidders

may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.

11. In the case of goods, the person, firm or corporation making the Bid may Bid all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any

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Section 1: Instructions to Bidders

lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

18. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
20. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
26. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these

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instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.

27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be

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Section 1: Instructions to Bidders

invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Requesting Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
 - a. Ability of Bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the Bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
34. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.
35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local

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Section 1: Instructions to Bidders

Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for “Directories”, link for “UCP Directory - Excel” at:
<http://www.dot.ga.gov/PS/Business/DBE>.

The successful Bidder will be asked to provide, along with his Request for Payment each month a list of qualified SLBE and MBE/WBE businesses utilized on this Project.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

37. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with CCWA Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to CCWA in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by CCWA's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

A Fidelity Bond must be provided in the amount of \$100,000.00.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Division 2

Bid Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The Umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the CCWA may elect to require higher limits.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Required Bid Submittals:

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive:

- A. Bid Form, Division 2, Section 4.
- B. Bidder Qualification Information, including References.
- C. Georgia Security and Immigration Compliance Act of 2006 form.
- D. Contractor Affidavit and Agreement form.
- E. Subcontractor Affidavit form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

CCWA cannot consider any bid which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Bidders intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law and its effect on CCWA procurements and their participation in those procurements.

- F. SLBE Forms – Bidders must submit their completed and signed SLBE Forms.
- G. Addenda (if any issued).

3.2 Post Award Submittals:

The following items are required from the awarded contractor:

- A. Payment and Performance Bonds in the amount of 50% of the total contract amount. These bonds must be completed on CCWA forms, which have been provided on Division 3, Sections 2 and 3.
- B. Fidelity Bond in the amount of \$100,000.00.

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

- ENTITY TYPE:
- | | |
|---|---|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Employee Owned Company |
| <input type="checkbox"/> Privately Held Corporation/LLC | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Publicly Owned Company | <input type="checkbox"/> Attorney |
| <input type="checkbox"/> Other (specify): | |

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

PROVIDE AT LEAST 3 REFERENCES FOR SIMILAR PROJECTS COMPLETED WITHIN THE LAST FIVE (5) YEARS. EACH REFERENCE SHALL INCLUDE THE NAME OF THE AGENCY, THE NAME OF THE PROJECT, DATE OF THE PROJECT, A CURRENT AGENCY CONTACT, AND A CURRENT CONTACT PHONE NUMBER.

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT NAME: _____
PROJECT DATE: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT NAME: _____
PROJECT DATE: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT NAME: _____
PROJECT DATE: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.

- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 - 1. _____ 500 or more employees;
 - 2. _____ 100 or more employees;
 - 3. _____ Fewer than 100 employees.

- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
 - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

Contractor _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - 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), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

EEV / Basic Pilot Program* User Identification Number
Enter four to six digit numbers

Name of Contractor (Printed)

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____

_____ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - 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), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with _____

_____ on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with [O.C.G.A. 13-10-91](#). The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

EEV / Basic Pilot Program* User Identification Number
Enter four to six digit numbers

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Subscribed and sworn before me on this the _____ day of _____ 20_____.

Notary Public

My Commission Expires

END OF SECTION

Division 2

Bid Requirements

Section 8: Small Local Business Enterprises (SLBE) - General Information

8.1 Program Overview

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Bid discounts for the use of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting subcontractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Bidder to be considered responsive.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; Architectural Firms – \$3,750,000; Engineering Firms – \$7,500,000, and Goods and Services – less than 250 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through the DeKalb County, Clayton County, or the City of Atlanta, and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE, provided that they complete the official certification application for CCWA within two (2) years following the date of provisional certification. If a firm meets these qualifications, but is not currently certified as a small business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for bid submission.

SLBE's must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the

Division 2

Bid Requirements

Section 8: Small Local Business Enterprises (SLBE) - General Information

work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

Participation in the SLBE program is not a requirement to participate in contracting with CCWA. The use of an SLBE is a requirement when bid discounts are to be sought. The Bidder will be required to complete the required forms as outlined in the following section.

8.2 SLBE Required Forms

This package contains the following forms that Bidders are required to submit along with their bids (in addition to general contractor forms):

- A) SLBE-1 – Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
- B) SLBE-2 – Sub-Contractor Contact Form: A list of all firms contacted to participate as SLBE sub-contractors/suppliers on a contract.
- C) SLBE-3 – SLBE Sub-Contractor/Supplier Utilization Form: A list of all firms procured as SLBE sub-contractors/suppliers to be utilized on this contract.

8.3 SLBE Optional Forms

The following form is for information and tracking purposes only, to be provided post award, at the bidder's option:

- A) SLBE-4 – Post-Award–Monthly SLBE Participation Report–Bid Discount: Report detailing amount paid to SLBE sub-contractor on the contract.

8.4 Overview of Bid Discount

Bid discounts are incentives that range between 5% and 10% for the use of a certified SLBE (prime or sub-contractor) located in Clayton County or the ten (10) counties outlined in this section. Bid discounts allow an original bid amount to be discounted by a certain percentage for purposes of evaluating and determining the low responsible responsive bid. The discounted bid amount will be used in the evaluation process of awarding to the low responsive, responsible bidder. The original bid amount will be the basis for contract award.

Division 2

Bid Requirements

Section 8: Small Local Business Enterprises (SLBE) - General Information

Example: A \$100,000 bid with a 5% bid discount would be evaluated at \$95,000. However, \$100,000 would be paid to the successful bidder.

The calculation of SLBE bid discounts shall be as follows:

There will be an applied tiered discount to bids based on what county the SLBE business is located.

- 10 percent for SLBE's in Clayton County.
 - 7.5 percent for SLBE's within the next surrounding 5 counties (DeKalb, Fayette, Fulton, Henry and Spalding).
 - 5 percent for SLBE's for the 5 outer counties (Cherokee, Cobb, Douglas, Gwinnett and Rockdale).
- (1) Discounts are given to Bidders who are SLBE Primes or Primes using a small local subcontractor.
 - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at ccwa_slbe_program@ccwa.us for a list of certified SLBE's. The list is also available through www.ccwa.us, under the tab for "Procurement", section for "Small Local Business Program".

Division 2 **Bid Requirements**
Section 8: Small Local Business Enterprises (SLBE) - General Information

FORM SLBE-1

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the Clayton County Water Authority (CCWA) to promote full and equal business opportunity for all persons doing business with CCWA. The undersigned covenants that we have not discriminated on the basis of a firm's revenue or employee count with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SLBE-2 and SLBE-3. Set forth below is the signature of an officer of the bidding entity with CCWA to bind the entity.

I, _____, _____ (Name, Title), on behalf of _____ (Company), by my signature below, do hereby promise:

1. To adopt the policies of Clayton County relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of CCWA;
2. Not to otherwise engage in discriminatory conduct;
3. To provide a discrimination-free working environment;
4. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
5. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

Signature of Attesting Party

Title of Attesting Party

On this _____ day of _____, 20_____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

My Commission Expires

[Seal]

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM – BID DISCOUNT

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the sub-contractor contact form and submit the completed and signed form with the bid. **Failure to submit this form may result in the bid being deemed nonresponsive.**

SLBE Prime Contractors: If you are the prime contractor on the project AND also the SLBE on the project and will NOT use any other SLBE firms as sub constructors, check the box at the top of the form and sign the form.

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the contract.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. County of Clayton Business License: State if the contractor/supplier you contacted is a Clayton County Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (SLBE/non-SLBE): State whether the contractor/supplier you contacted is an SLBE or non-SLBE.
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM

List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.

IF THE PRIME IS THE SLBE ON THE PROJECT CHECK THE BOX

Name of Sub-Contractor/ Supplier	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SLBE or Non SLBE)	Results of Contact
<i>Company ABC</i>	<i>John Doe 123 Main Street, Morrow, GA 30260 770-123-4567</i>	<i>Yes</i>	<i>Hauling</i>	<i>SLBE</i>	<i>Will perform as sub</i>

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM - Cont'd

List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.

Name of Sub-Contractor/ Supplier	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SLBE or Non SLBE)	Results of Contact
Company ABC	John Doe 123 Main Street, Morrow, GA 30260 770-123-4567	Yes	Hauling	SLBE	Will perform as sub

Bidder's Name: _____

Project Name: _____

Signature: _____

Date: _____

FORM SLBE-3

SMALL LOCAL BUSINESS ENTERPRISE PROJECT PARTICIPATION PLAN SUB-CONTRACTOR/SUPPLIER UTILIZATION INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete the project participation plan for sub-contractor/supplier utilization and submit the form with the bid. **Failure to submit this form will result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the contract.
2. Certified as SLBE: State if the subcontractor/supplier to be used on the project is an SLBE.
3. Which County? If you are using an SLBE on the project, state in which county the SLBE is located.
4. NAIC or NIGP code: List the NAIC/NIGP code that relates to the service or work to be performed by the subcontractor/supplier.
5. Type of work to be performed: Describe the type of proposed work to be performed by the subcontractor/supplier.
6. Certification number and expiration date: If using an SLBE, provide the SLBE certification number and expiration date.
7. Estimated dollar value of work: Provide the estimated dollar value of the work to be performed by the subcontractor/supplier on the project.
8. Percentage of Total Bid Amount: Enter the estimated % of the total bid amount for which the SLBE will be paid.

Estimated Dollar Value of the Work / Total Bid Amount = % of Total Bid Amount

FORM SLBE-3

**SMALL LOCAL BUSINESS ENTERPRISE PROJECT PARTICIPATION PLAN
SUB-CONTRACTOR/SUPPLIER UTILIZATION**

List all sub-contractors and suppliers, including lower tiers, to be used on this project.

IF NO SUB-CONTRACTOR/SUPPLIERS WILL BE USED PLEASE CHECK THE BOX

Name of Sub-contractor/ Supplier	Certified as Small Local Business Enterprise (SLBE)- Yes or No	If SLBE, which county-Clayton, Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Henry, Gwinnett, Rockdale, Spalding	NAIC or NIGP Code	Type of Work to be Performed	SLBE Certification No. and Expiration Date	Estimated Dollar (\$) Value of Work	Percentage of Total Bid Amount
Company ABC	Yes	Clayton	96239	Hauling	SLBE-125-463 5/01/2017	\$5500	11%

Total Estimated SLBE Sub-contractor % _____

Bidder's Company Name: _____ **Date:** _____

Bidder's Contact Number: _____ **Project Name:** _____

Signature: _____

FORM SLBE-4
POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – BID DISCOUNT
INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the participation report and submit the the completed and signed form with each pay application to the CCWA Project Manager in charge of the contract. Failure to submit this form may result in payment application being deemed incomplete.

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved SLBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Prime SLBE: If you are the Prime Contractor and also the SLBE on the contract please check yes and insert assigned CCWA SLBE certification number. Note that %100 of SLBE dollars spent will be counted towards the SLBE contract or annual goal, if applicable.
4. Pay application end date: Reports must acknowledge the end date for the period for which is being reported.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each SLBE has earned to-date under the contract.
8. Total SLBE Earnings To-Date: The total is achieved by adding all payments to SLBE to date. (Previous payments reported + current payment reported)
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved SLBE is to provide materials, goods or services, this completed form must be submitted to the CCWA Project Manager. The prime contractor must notify CCWA of any changes to SLBE firms.

When the prime contractor is an approved SLBE, it will only be necessary to complete the total SLBE earnings to-date. Joint ventures between non-SLBE and certified SLBE: Only that portion of the work for which the certified SLBE is responsible may be used to satisfy the requirement.

FORM SLBE-4

POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – BID DISCOUNT

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

PRIME SLBE CONTRACTOR? Yes No
 If Yes, insert CCWA SLBE Certification # _____

Check if final payment >>> FINAL PAYMENT

NAME OF APPROVED SLBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL SLBE EARNINGS TO-DATE: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CCWA AT ANY TIME.

SIGNED _____
 CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:
 SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:
 SIGNED _____ TITLE _____

Division 3

Contract Forms

Section 1: Agreement Form

STATE OF GEORGIA

COUNTY OF CLAYTON

**AGREEMENT FOR ONGOING PROVISION
OF GOODS AND SERVICES**

This Agreement made and entered into this ____ day of _____, 20____, for **Annual Contract for Janitorial Services**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Authority is contracting with the Contractor for the provision of certain goods and services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide the goods and services to the Authority in such quantities as the Authority requires for **Annual Contract for Janitorial Services**, as described in the Request for Bid dated April 2016.

GOODS:

The successful Bidder shall furnish any and all labor, supervision, tools, equipment and cleaning material necessary to meet the cleaning requirements described in the "Detailed Janitorial Requirements Bid Form".

SERVICES:

The Contractor must provide all janitorial services as shown in the "Detailed Janitorial Requirements Bid Form" specified in the Request for Bid dated April 2016. These services must be provided at the times specified, and at regularly scheduled intervals as outlined in the Request for Bid package.

2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Detailed Janitorial Requirements Bid Form hereto attached as full compensation relative to the Bid dated _____, and above described goods and services.

Contractor must provide monthly invoices to the Authority, and payment will be made net 30 days after such services are rendered and accepted by CCWA.

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on on or about the **1st day of August, 2016**. The Agreement shall remain in effect until **July 31, 2017**.

Division 3

Contract Forms

Section 1: Agreement Form

4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing contract terms, conditions, and prices.
5. **INITIATION OF INDIVIDUAL PROJECTS:** Any work deemed as “Extra” shall require prior approval from the Authority and each individual project shall begin with a Purchase Order (a “PO”). The Contractor agrees to the terms and conditions contained in the PO; however, in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.
7. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor’s service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods and shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of the Authority concerning latent defects shall exist indefinitely, and shall not be affected in clause. The Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor’s expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to the Authority of any corrected or replaced goods shall be at the Contractor’s expense. Goods required to be corrected or replaced shall be at the Contractor’s expense. Goods required to be corrected or replaced shall be

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Contract Forms

Section 1: Agreement Form

subject to the provision of this paragraph and the paragraph of this Agreement entitled “inspection” on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

8. **INSPECTION**: The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor’s facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor’s facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor’s expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority’s request, the Contractor shall repair or replace defective goods at the Contractor’s expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority’s rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

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Section 1: Agreement Form

9. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
10. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
11. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
12. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the

Division 3

Contract Forms

Section 1: Agreement Form

Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.

13. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
14. **TERMINATION FOR DEFAULT:**
 - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
 - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the

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Contract Forms

Section 1: Agreement Form

Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred

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due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

16. **DISPUTES**: Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
17. **NOTICES**: All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
18. **ATTORNEYS' FEES**: The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF this _____ day of _____,
20_____, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____

TITLE:

[Corporate Seal]

ATTEST: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE:

[Corporate Seal]

ATTEST: _____

Corporate Secretary

DATE: _____

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

A Fidelity Bond must be provided in the amount of \$100,000.00.

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Division 3

Contract Forms

Section 2: Performance Bond

KNOW ALL MEN BY THESE PRESENTS THAT _____
_____ (as CONTRACTOR, hereinafter referred to as the
“Principal”), and _____ (as SURETY COMPANY),
hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto
the Clayton County Water Authority (as OWNER, hereinafter referred to as “CCWA”), for
the use and benefit of any “Claimant” as hereinafter defined in the sum of
_____ Dollars (\$_____)
lawful money of the United States of America, for the payment of which the Principal and
the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written
agreement with CCWA, dated _____, which is incorporated herein
by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the
construction of a project known as _____

(hereinafter referred to as “the PROJECT”).

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

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

Division 3

Contract Forms

Section 2: Performance Bond

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract;
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from CCWA to the Contractor's Surety;
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of CCWA.

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

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 2: Performance Bond

IN WITNESS WHEREOF, the principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____ 20__.

(Name of Principal)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(Name of Contractor's Surety)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 3: Payment Bond

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ (as CONTRACTOR, hereinafter referred to as the “Principal”), and _____
_____ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto the Clayton County Water Authority (as OWNER, hereinafter referred to as “CCWA”), for the use and benefit of any “Claimant” as hereinafter defined in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with CCWA, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as _____
_____ (hereinafter referred to as “the PROJECT”).

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

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

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

Division 3

Contract Forms

Section 3: Payment Bond

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

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this _____ day of _____ 20____.

(Name of Principal)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(Name of Contractor's Surety)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

Personally appeared before the undersigned officer duly authorized by law to administer oaths

who, after being first duly sworn, depose and say that they are all the officers, agents, persons or employees who have acted for or represented

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: _____

has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore, or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

By: _____
Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 4

Specifications

Section 1: General

1.1 Definitions:

- A. Contract Work: Shall mean all work as described and scheduled in the “Detailed Janitorial Requirements Bid Form” included in this document. The successful Bidder will be required to execute a contract written by the Authority.

1.2 Scope Of Work:

- A. The successful Bidder shall furnish any and all labor, supervision, tools, equipment and cleaning material necessary to meet the cleaning requirements described in the “Detailed Janitorial Requirements Bid Form”. The Authority will provide toilet paper, paper towels, liquid soap, bowl and urinal deodorant at each site. The Contractor will be responsible at all times for keeping the restrooms and kitchens stocked with these items as required. The Contractor will be responsible for any and all other consumable supplies necessary to meet the requirements of this contract.
- B. Estimated Quantities: Any quantities of work to be done and materials to be furnished under the “Detailed Janitorial Requirements Bid Form” are approximations only. The Authority does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall perform a complete and finished job, whether the final quantities are more or less than those estimated.
- C. Familiarity with Conditions: The Authority will provide all prospective Bidders with guided tours of the Administration facilities after the **Non-Mandatory Pre-Bid Conference on Tuesday, May 17, 2016 at 2:00 p.m. local time.**

Site Visits: After the Non-Mandatory Pre-Bid Meeting, the Authority will provide the prospective bidders with guided tours of the Headquarters Administrative Building, Buildings A, B and C, and Stormwater Buildings.

Self-guided tours of Forest Park Office, Wetlands Center, Shamrock CUB, Smith CUB, and Old Casey Administrative Building will be allowed on **Wednesday, May 11, 2016 from 9:00 a.m. to 2:00 p.m. only.**

The Contractors assume full responsibility for having familiarized themselves with the nature and extent of this document, work locality, and local conditions

Division 4

Specifications

Section 1: General

- that may in any manner affect the work to be done and the equipment, materials and labor required. Any and all mistake(s) or lack of knowledge on the part of the Bidder will in no way relieve the Bidder of the obligation and responsibilities assumed under this document and/or a contract.
- D. Unauthorized Work: Any extra work done without authority will be considered as unauthorized work and will not be paid for by the Authority.
 - E. Laws to be observed: The Bidder shall observe and comply with all Federal, State, and Local laws, ordinances and regulations that in any manner affect the conduct of the work.
 - F. Character of Workmen and Equipment: All workmen shall be experienced in and capable of doing the kind of work assigned to them. All equipment provided by the Bidder shall be adequate for the work for which it is to be used. The Contractor will be responsible for any and all claims for damage to persons or property sustained while performing the work.
 - G. Taxes: The Bidder shall be liable for all applicable Federal, State and Local taxes.
 - H. Any problems observed in the facilities such as broken or leaking items in the restrooms or broken windows, etc., are to be reported to the General Services Manager in a timely manner.
 - I. The successful Bidder will be required to establish and follow a schedule to clean facilities that are not operated every day.

1.3 Responsibility:

- A. The successful Bidder shall be responsible for any and all damages to persons or property that occur as a result of the performance of this work and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or any other property including that of the Contractor's caused by operations or actions of his agent, or his employees or his sub-Contractors, shall be made whole by the Contractor at his expense.
- B. The successful Bidder shall indemnify and hold harmless the Authority against any and all loss, cost, damage, claim, expense, or liability whatsoever, because of any incident including but not limited to an accident or injury to persons or property of others including the Authority occurring in

Division 4

Specifications

Section 1: General

- connection with the operations under the contract or the performance of the work.
- C. The Authority, where available, will provide storage areas for cleaning equipment and supplies but will not be held responsible for loss or damage to said equipment or supplies.
 - D. The Authority will provide the successful Bidder keys or codes to get access to facilities and locked rooms in the facilities. The Bidder is responsible to ensure that locked rooms remain locked after work is completed in that room/site/facility. Any rooms/areas that do not get janitorial service will be identified in the "Detailed Janitorial Requirements.
 - E. The successful Bidder will have a quality assurance inspector/supervisor to perform daily checks and meet monthly with the Authority's representative. The successful Bidder shall provide copies of the inspection reports to the Authority.

1.4 Adherence To Schedule:

- A. If the Contractor fails to comply with the schedule and frequency for the performance of any part of the work, his attention will be called to this failure or omission, and he will be requested by the Authority to perform the omitted operation. If the Contractor does not comply with the request within such time as the Authority deems to be reasonable, employees or agents of the Authority will complete this work and the cost thereof deducted from any money due or which may become due the Bidder under the contract. This will be at the sole discretion of the Authority.
- B. Interference with the Authority's business: From time to time it may be necessary for the Authority and Contractor to coordinate their work so that scheduled items or functions can be completed. This shall be done so there will be minimum of interruption to or interference with the proper execution of all work.

Division 4

Specifications

Section 1: General

1.5 Holidays:

Clayton County Water Authority observes the following holidays:

New Years Day	January 1 st
Martin Luther King Jr.'s Birthday	3 rd Monday, January
Memorial Day	4 th Monday, May
Independence Day	July 4 th
Labor Day	1 st Monday, September
Thanksgiving Day	4 th Thursday, November
Thanksgiving Holiday	The Friday after Thanksgiving Day
Christmas Holiday	December 25 th
Christmas Day	December 26 th

It will be the responsibility of the Contractor to contact the Authority **two weeks prior to the above holidays** to clarify the specific dates the facilities will not be available for cleaning.

END OF SECTION

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

This section provides information about all the CCWA facilities requiring janitorial services, their address, service area, hours of operation, and time to perform services, as well as the specific services required at each of the facilities. Please note some facilities are serviced on a regular basis while other facilities are serviced on an as needed when needed basis. As well, several specific services including but not limited to carpet cleaning and strip/wax/buff are included and must be bid on a per square foot basis. Both the regular service facilities and the as needed when needed facilities will be included in one annual contract.

2.1 Headquarters Administrative Building

All cleaning of partitions must be performed using Anti-Fog Anti-Static 210 Plastic Cleaner & Polish, which will be provided by CCWA.

<u>HEADQUARTERS ADMINISTRATIVE BUILDING</u>	
1600 Battle Creek Road, Morrow, GA 30260	
Hours of Operation:	Monday through Friday, from 8:00 a.m. – 5 p.m.
Time to Perform Service:	Monday through Friday, from 6 p.m. – 10 p.m. for regular cleaning service including the new Community Use Room; Additionally, our new Community Use Room will be serviced depending on room use schedule. Schedule to be provided in advanced based on rental information available but on call notice may be required; such service must be provided on an as needed when needed basis.
Total area to be serviced:	37,710 square feet ; 36,060 square feet carpeted
Community Use Room Area:	1,540 square feet; 1,540 square feet carpeted
Community Use Room Hours:	8:00 a.m. – 9:00 p.m.
LOBBY, COMMON AREAS, and COMMUNITY USE ROOM * (Entrance areas to building, stairwells, training rooms, kitchen, break rooms, and conference rooms):	Frequency of service
Pick up trash along sidewalk and entrance areas to building	Daily Monday – Friday 6 p.m. – 10 p.m. (No weekends) * <u>Community Use Room:</u> See Time to Perform Service Section Above
Vacuum and/or remove dirt on exterior and interior mats	
Empty all trash receptacles, clean inside, sanitize exterior, and replace liners	
Empty and clean all ashtrays and sand urns	
Clean to hand height, (70”) (no climbing) all walls, inside windows, glass partitions, and glass doors on the first and second floors and basement including push bars and hardware	
Clean all window ledges, furniture, reception desk, wall hangings/pictures and artificial plants	

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

Clean handrails	Daily Monday – Friday 6 p.m. – 10 p.m. (No weekends) * <u>Community Use Room:</u> See Time to Perform Service Section Above
Vacuum carpet including steps	
Dust mop tile floors	
Wet mop tile floors	
Clean partitions and glass of entrance and exit doors	
Clean carpet spots	
Sweep baseboards, corners, around and under desks	Weekly
Clean and buff tile floors	Monthly
High dust above hand height (no climbing) all horizontal surfaces including any shelves, moldings, ledges, pipes, ducts vents, and heating outlets	
Clean exterior of urns and trash containers	
General cleaning of windows within hand height (70")	
OFFICES (Room 18 in the basement is not to be cleaned):	Frequency of service
Empty wastebaskets and replace liners as needed	Daily Monday – Friday 6 p.m. – 10 p.m. (No weekends)
Carpet – spot clean and vacuum	
Dust mop tile floors	
Wet mop tile floors	
Clean counter tops	
Clean exposed desktops	
Dust all exposed filing cabinets, bookcases, and shelves	
Clean and sanitize all telephones	
Clean and sanitize all water fountain(s)	
Clean door glass, lobby glass, and metal partitions	
Low dust all horizontal surfaces to hand height (70"), including window sills	
Clean tile floors	Weekly
Sweep baseboards, corners, around and under desks	
Clean doors, frames, light switches, kick and push plates, handles, and moldings around doorways	

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

High dust above hand height (no climbing) all horizontal surfaces including any shelves, moldings, ledges, pipes, ducts vents, and heating outlets	Monthly
General cleaning of windows within hand height (70")	
RESTROOMS	Frequency of service
Clean and disinfect toilets & urinals (inside & out)	Daily Monday – Friday 6 p.m. – 10 p.m. (No weekends)
Clean and disinfect sinks & wash basin	
Clean and disinfect all flush rings, drains and overflow outlets	
Clean and disinfect all walls near sinks, toilets & urinals	
Mop and disinfect all tile floors	
Clean and polish all chrome & hardware	
Clean and polish all glass and mirrors	
Clean and sanitize all countertops	
Trash containers and disposals – empty, clean, disinfect, and replace all liners with new liners	
Fill, clean & sanitize soap, towel, tissue, and napkin dispensers	
Clean and sanitize door handles, door push plates, and fixtures	
Refill all dispensers to normal limits: soap, tissue, and towels	
Low dust all surfaces to hand height including sills, moldings, ledges, shelves, frames, and ducts	
Clean and sanitize metal partitions	
Polish shine stainless steel	
High dust above hand height (no climbing) including sills, moldings ledges, shelves, frames, ducts, and heating outlets	
KITCHEN, VENDING AREAS, AND LOUNGE	Frequency of service
Clean and sanitize table, countertop, and cabinet all sides	Daily Monday – Friday 6 p.m. – 10 p.m. (No weekends)
Wash and put away dirty dishes and flat ware	
Clean seats, backs of chairs, and legs as required	
Empty all trash containers and disposals, and replace liners	
Clean doors, frames, light switches, kick/push plates and handles	

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

Low dust all surfaces below hand height including sills, moldings, ledges, shelves, frames and vents	Weekly
Sanitize exterior of containers and disposals	
Clean tile floors	
Dust Venetian blinds	Monthly

<u>HEADQUARTERS ADMINISTRATIVE BUILDING</u>				
1600 Battle Creek Road, Morrow, GA 30260				
Location	Monthly Cost	Cost Per Square Foot	Cost Per Service Occurrence	# of Service Occurrences Annually
Headquarters Administrative Building (including Community Use Room)	\$			Actual 12
Detailed carpet cleaning per square foot (approx. 36,060 sq. ft.) (billed monthly as services are completed)		\$		Estimate 2
HQ Community Use Room – after regular hour cleanings as needed when needed service (billed monthly as services are completed)			\$	Estimate 24

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

2.2 Buildings “A”, “B”, and “C”

Respectively known as: Distribution & Conveyance/Garage, Warehouse, and Wastewater Maintenance.

<u>BUILDINGS “A”, “B”, and “C”</u>	
7340-B Southlake Parkway, Morrow, GA 30260	
Hours of Operation:	Monday through Friday, from 8:00 a.m. – 5 p.m.
Time to Perform Service:	Monday through Friday, from 5 p.m. – 9 p.m.
Total area to be serviced:	<i>Bldg. A: 5,232 square feet Bldg B: 3,390 square feet Bldg C: 2,400 square feet</i>
OFFICES, ADMINISTRATIVE, AND BREAK ROOMS	Frequency of service
Clean tile floors of the offices, administrative areas, and break rooms	Daily Monday – Friday 5 p.m. – 9 p.m. (No weekends)
Wash dirty dishes and flatware, and put the dishes away	
Clean break room counter tops, tables, and appliances	
Empty all trash containers, replace liners	
RESTROOMS	Frequency of service
Clean and disinfect toilets & urinals (inside & out)	Daily Monday – Friday 5 p.m. – 9 p.m. (No weekends)
Clean and disinfect sinks & wash basin	
Clean and disinfect all drains and overflow outlets	
Damp-wipe (disinfect) walls near sinks, toilets & urinals	
Mop and disinfect all tile floors	
Clean and polish all chrome & hardware	
Clean and polish all glass and mirrors	
Clean all countertops	
Trash – empty, clean, disinfect, and replace all liners with new liners	
Fill, clean & sanitize soap, towel, tissue, and napkin dispensers	
Clean and sanitize door knobs, door plates, and fixtures	
Low dust all surfaces below hand height including sills, moldings, ledges, shelves, frames and vents	Weekly
Vacuum offices with carpet	

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

<u>BUILDINGS "A", "B", and "C"</u>		
7340-B Southlake Parkway, Morrow, GA 30260		
Location	Monthly Cost	# of Service Occurrences Annually
Building "A" – Distribution and Conveyance	\$	Actual 12
Building "B" – Warehouse / Meter Services	\$	Actual 12
Building "C" – Wastewater Maintenance	\$	Actual 12

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

2.3 Stormwater Buildings (Front and Rear)

This complex includes two (2) small buildings.

<u>STORMWATER BUILDINGS</u>	
7314 Southlake Parkway, Morrow, GA 30260	
Hours of Operation:	Monday through Friday, from 7:30 a.m. – 5 p.m.
Time to Perform Service:	Monday through Friday, from 5 p.m. – 9 p.m.
Total area to be serviced:	<i>Administration Bldg:</i> 3,183 square feet <i>Maintenance Bldg:</i> 2,204 square feet
OFFICES, ADMINISTRATIVE, AND BREAK ROOMS	Frequency of service
Clean tile floors of the offices, administrative areas, and break rooms	Daily Monday – Friday 5 p.m. – 9 p.m. (No weekends)
Wash dirty dishes and flatware, and put the dishes away	
Clean break room counter tops, tables, and appliances	
Empty all trash containers, replace liners	
Clean and sanitize door knobs, door plates, and fixtures	Weekly
Low dust all surfaces below hand height including sills, moldings, ledges, shelves, frames and vents	
RESTROOMS	Frequency of service
Clean and disinfect toilets & urinals (inside & out)	Daily Monday – Friday 5 p.m. – 9 p.m. (No weekends)
Clean and disinfect sinks & wash basin	
Clean and disinfect all drains and overflow outlets	
Damp-wipe (disinfect) walls near sinks, toilets & urinals	
Mop and disinfect all tile floors	
Clean and polish all chrome & hardware	
Clean and polish all glass and mirrors	
Clean all countertops	
Trash – empty, clean, disinfect, and replace all liners with new liners	
Fill, clean & sanitize soap, towel, tissue, and napkin dispensers	

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

<u>STORMWATER BUILDINGS</u>		
7314 Southlake Parkway, Morrow, GA 30260		
Location	Monthly Cost	# of Service Occurrences Annually
Stormwater Buildings (Front and Rear)	\$	Actual 12

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

2.4 Forest Park Office

All cleaning of partitions must be performed using Anti-Fog Anti-Static 210 Plastic Cleaner & Polish, which will be provided by CCWA.

FOREST PARK OFFICE	
526 Forest Parkway – Suite A Parkway Village Shopping Center, Forest Park, GA 30297	
Hours of Operation:	Monday through Friday, from 8:00 a.m. – 5 p.m.
Time to Perform Service:	Monday through Friday, from 5:30 p.m. – 10 p.m.
Total area to be serviced:	1,152 square feet ; approx. 902 sq. ft. carpeted
LOBBY & COMMON AREAS (Customer Service, Administrative, Kitchen, and Break Room):	Frequency of service
Clean the floor of the offices, administrative area, kitchen, and break room	Daily Monday – Friday 5:30 p.m. – 10 p.m. (No weekends)
Clean exposed desktops, windowsills, furniture, wall hangings, plants and other horizontal surfaces	
Empty and sanitize all trash containers and replace liners	
Vacuum carpet and walk off mats	
Dust mop tile floors	
Wet mop tile floors	
Clean and sanitize all water fountain(s)	
Clean and sanitize telephones	
Clean partitions and glass of entrance door	
Low dust all horizontal surfaces to hand height (70”) including filing cabinets, bookcases, and shelves	Weekly
Clean and buff tile floors	
Sweep baseboards, corners, around and under desks	
Clean doors, frames, light switches, kick and push plates, handles, and moldings around doorways	Monthly
High dust above hand height (no climbing) all horizontal surfaces including any shelves, moldings, ledges, pipes, ducts vents, and heating outlets	
Clean the inside and outside of all windows	
Dust Venetian blinds	

Division 4

Specifications

Section 2: Detailed Janitorial Requirements Bid Form

KITCHEN	Frequency of service
Clean and sanitize table, countertop, and cabinet all sides	Daily Monday – Friday 5 p.m. – 10 p.m. (No weekends)
Wash and put away dirty dishes and flat ware	
Clean seats, backs of chairs, and legs as required	
Empty all trash containers and disposals, and replace liners	
Clean doors, frames, light switches, kick/push plates and handles	
RESTROOMS	Frequency of service
Clean and disinfect toilets and urinals (inside & out)	Daily Monday – Friday 5 p.m. – 10 p.m. (No weekends)
Clean and disinfect sinks and wash basin	
Clean and disinfect all drains and overflow outlets	
Damp-wipe (disinfect) walls near sinks, toilets & urinals	
Mop and disinfect all tile floors	
Clean and polish all chrome & hardware	
Clean and polish all glass and mirrors	
Clean all countertops	
Trash – empty, clean, disinfect, and replace all liners with new liners	
Fill, clean and sanitize soap, towel, tissue, and napkin dispensers	
Clean and sanitize door knobs, door plates, and fixtures	
Refill all dispensers to normal limits: soap, tissue, and towels, etc.	

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<u>FOREST PARK OFFICE</u>			
526 Forest Parkway – Suite A Parkway Village Shopping Center, Forest Park, GA 30297			
Location	Monthly Cost	Cost Per Square Foot	# of Service Occurrences Annually
Forest Park Office	\$		Actual 12
Detailed carpet cleaning per square foot (approx. 902 sq. ft.) (billed monthly as services are completed)		\$	Estimate 2

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2.5 Shamrock Community Use Building

Service required after each use as scheduled on the first, second and loft floors based on an as needed when needed schedule and **are part of the contractual work to be performed under this bid:**

<u>SHAMROCK COMMUNITY USE BUILDING</u>	
2610 Shamrock Lake Road, Jonesboro, GA 30236	
Hours of Operation:	Sunday through Saturday, from 8:00 a.m. – 11:00 p.m., and other times as scheduled.
Time to Perform Service:	Depending on building use schedule, 11:30 p.m. – 6 a.m. If used consecutive days, must be cleaned between each use. Schedule provided in advance based rental information available, but on call notice may be required; services must be provide on an as needed when needed basis
Total area to be serviced:	5,080 square feet
FIRST, SECOND, AND LOFT FLOORS	Frequency of service
Clean and buff the tile floors in the entire building	See Time to Perform Service section above
FIRST FLOOR ONLY: General cleaning of inside and outside of windows	
Clean windowsills, blinds, and other horizontal surfaces	
Empty all trash containers, replace liners, vacuum door mats and steps	
Low dust all surfaces below hand height including sills, moldings, ledges, shelves, frames and vents	
RESTROOMS	
Clean and disinfect toilets & urinals (inside & out)	
Clean and disinfect sinks & wash basin	
Clean and disinfect all drains and overflow outlets	
Damp-wipe (disinfect) walls near sinks, toilets & urinals	
Mop and disinfect all tile floors	
Clean and polish all chrome & hardware	
Clean and polish all glass and mirrors	

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Clean all countertops	See Time to Perform Service section above
Trash – empty, clean, disinfect, and replace all liners with new liners	
Fill, clean & sanitize soap, towel, tissue, and napkin dispensers	
Clean and organize Janitorial closets	
Clean and sanitize door knobs, door plates, and fixtures	
KITCHEN	Frequency of service
Clean and sanitize table and countertop, cabinets all sides, and appliances	See Time to Perform Service section above
Empty all trash containers and disposals, sanitize interior and exterior, and replace liners	
Clean doors, frames, light switches, kick/push plates and handles	
General cleaning of inside and outside of all windows, and clean blinds	Monthly

SHAMROCK COMMUNITY USE BUILDING

2610 Shamrock Lake Road, Jonesboro, GA 30236

Location	Cost Per Service Occurrence	Cost Per Square Foot	# of Service Occurrences Annually
Shamrock Community Use Bldg. (billed monthly as services are completed)	\$		Estimate 48
Strip, wax, and buff floors per square foot (approx. 5,080 sq. ft.) (billed monthly as services are completed)		\$	Estimate 4

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2.6 Old Casey Administrative Building

<u>OLD CASEY ADMINISTRATIVE BUILDING</u>		
8890 Roberts Road, Jonesboro, GA 30238		
Hours of Operation:	Monday through Friday, from 7:00 a.m. – 3:30 p.m.	
Time to Perform Service:	Tuesday and Friday afternoon, from 4:00 p.m. – 9:00 p.m.	
Total area to be serviced:	2,550 square feet	
OFFICES AND BREAK ROOM		Frequency of service
Clean tile floors of the offices, and break rooms		Twice a Week Tuesdays and Fridays 4 p.m. – 9 p.m. (No weekends)
Clean break room counter tops, tables, and appliances		
Empty all trash containers, replace liners		
RESTROOMS		Frequency of service
Clean and disinfect toilets & urinals (inside & out)		Twice a Week Tuesdays and Fridays 4 p.m. – 9 p.m. (No weekends)
Clean and disinfect sinks & wash basin		
Clean and disinfect all drains and overflow outlets		
Damp-wipe (disinfect) walls near sinks, toilets & urinals		
Mop and disinfect all tile floors		
Clean and polish all chrome & hardware		
Clean and polish all glass and mirrors		
Clean all countertops		
Trash – empty, clean, disinfect, and replace all liners with new liners		
Fill, clean & sanitize soap, towel, tissue, and napkin dispensers		
Clean and sanitize door knobs, door plates, and fixtures		
Low dust all surfaces below hand height including sills, moldings, ledges, shelves, frames and vents		
Old Casey Administrative Building	Monthly Cost	# of Occurrences Annually
	\$	Actual 12

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2.7 J. W. Smith Community Use Building

Service required after each use as scheduled on the first, second and loft floors based on an as needed when needed schedule and **are part of the contractual work to be performed under this bid.**

<u>J.W. SMITH COMMUNITY USE BUILDING</u>	
143 B North Bridge Road, Hampton, GA 30228	
Hours of Operation:	Sunday through Saturday, from 8:00 a.m. – 10:00 p.m., and other times as scheduled.
Time to Perform Service:	Depending on building use schedule, 10:30 p.m. – 6 a.m. If used consecutive days, must be cleaned between each use. Schedule provided in advance based rental information available, but on call notice may be required; services must be provide on an as needed when needed.
Total area to be serviced:	2,160 square feet.
COMMUNITY USE BUILDING	Frequency of service
Clean and Buff the tile floors in the entire building	See Time to Perform Service section above
General cleaning of inside and outside of windows, including blinds and sills, and other horizontal surfaces	
Empty all trash containers, replace liners, vacuum door mats and steps	
Low dust all surfaces below hand height including sills, moldings, ledges, shelves, frames and vents	
RESTROOMS	
Clean and disinfect toilets & urinals (inside & out)	
Clean and disinfect sinks & wash basin	
Clean and disinfect all drains and overflow outlets	
Damp-wipe (disinfect) walls near sinks, toilets & urinals	
Mop and disinfect all tile floors	
Clean and polish all chrome & hardware	
Clean and polish all glass and mirrors	
Clean all countertops	
Trash – empty, clean, disinfect, and replace all liners with new liners	
Clean and sanitize door knobs, door plates, and fixtures	
Fill, clean & sanitize soap, towel, tissue, and napkin dispensers	

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KITCHEN	Frequency of service
Clean and sanitize table and countertop, cabinets all sides, and appliances	See Time to Perform Service section above
Empty all trash containers and disposals, sanitize interior and exterior, and replace liners	
Clean doors, frames, light switches, kick/push plates and handles	
General cleaning inside and outside of all windows, and clean blinds	

J.W. SMITH COMMUNITY USE BUILDING
143 B North Bridge Road, Hampton, GA 30228

Location	Cost Per Service Occurrence	Cost Per Square Foot	# of service occurrences annually
J.W. Smith Community Use Bldg. (billed monthly as services are completed)	\$		Estimate 24
Strip, wax, and buff floors per square foot (approx. 2,160 sq. ft.) (billed monthly as services are completed)		\$	Estimate 1

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2.8 Wetlands Center

Due to the fragile nature of the displays and exhibits in this facility, the CCWA staff will do all dusting of exhibits. Due to three special events held on Saturdays on three occasions throughout the year, services will be required after each of these events. ***These three Saturday services a year are part of the contractual work to be performed at this facility.***

<u>WETLANDS CENTER</u>	
2755 Freeman Road, Hampton, GA 30228	
Hours of Operation:	Monday through Friday, from 8:30 a.m. – 5:00 p.m.
Time to Perform Service:	Tuesday and Friday afternoon, from 6:00 p.m. – 7:00 a.m.
Total area to be serviced:	4,480 square feet, including an 8'x10' exterior restroom.
OFFICES, ADMINISTRATIVE AND BREAK ROOMS	Frequency of service
General cleaning of all tile floors of the offices, administrative areas, and break rooms; Buffing/waxing when cleared with staff. Do not sweep or mop around equipment wiring in offices.	<p>MARCH – OCTOBER</p> <p><u>TWICE</u> A WEEK:</p> <p>(Tuesdays & Fridays)</p> <p><u>AND</u></p> <p>NOVEMBER – FEBRUARY</p> <p><u>ONCE</u> A WEEK</p> <p>(Fridays)</p>
Wash dirty dishes and flatware, and put the dishes away, as well as wipe down kitchen sink.	
Clean glass doors twice weekly	
Dust lower ceiling fans in exhibit area	
Sweep boardwalk twice weekly to outside restroom	
Sweep front concrete porch	
General cleaning of windows, inside and out, to be performed quarterly ; dusting of wood blinds in Auditorium to be performed monthly	
Vacuum and spot clean auditorium carpet and sweep all floor mats	
Clean break room counter tops, tables, and appliances	
Empty all trash from building except any marked for recycling and replace liners. Trash to be bagged and either left in large container in front of building or transported to dumpster at Lake Shamrock (to be decided)	
Keep neat, organized, and locked Janitor's closet	

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RESTROOMS (INDOOR & OUTDOOR)	Frequency of service
Clean and disinfect toilets & urinals (inside & out)	Twice A Week Tuesdays and Fridays 6 pm – 7 am
Clean and disinfect sinks & wash basin	
Clean and disinfect all drains and overflow outlets	
Damp-wipe (disinfect) walls near sinks, toilets & urinals	
Mop and disinfect all tile floors	
Clean and polish all chrome & hardware	
Clean and polish all glass and mirrors	
Clean and disinfect all countertops	
Trash – empty, clean, disinfect, and replace all liners with new liners	
Fill, clean & sanitize soap, towel, tissue, and napkin dispensers	
Clean and sanitize door knobs, door plates, and fixtures	
Low dust all surfaces below hand height including sills, moldings, ledges, shelves, frames and vents	Bi-Weekly
General cleaning of inside and outside windows and window sills	Quarterly

WETLANDS CENTER
2755 Freeman Road, Hampton, GA 30228

Location	Monthly Cost	Cost Per Service Occurrence	# of Occurrence Annually
Wetlands Center [ONCE a week (Fridays) from November – February]	\$		Actual 4
Wetlands Center [TWICE a week (Tuesdays and Fridays) from March – October]	\$		Actual 8
SATURDAY services – Cost per service: (3 Saturdays required by bid) (billed monthly as services are completed)		\$	Estimate 3

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Section 2: Detailed Janitorial Requirements Bid Form

2.8 Bid Confirmation and Signature

At bid opening, the individual monthly costs, costs per service, and cost per square foot will be read aloud. CCWA will calculate the total annual contract cost for both bid evaluation purposes and award purposes based on the all the costs using the actual and estimated quantities provided for all items included in this bid.

To be considered responsive to this bid, bidders are required to bid on all individual items (not lump sum) listed on the Detailed Janitorial Requirements Bid Form.

Bid of _____

(Hereinafter "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ (insert "a corporation", "a partnership," or "an individual", or such other business entity designation, as it is applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Annual Contract for Janitorial Services** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

By submission of this bid, Bidder certifies, and in the case of joint bid each party thereto certifies as to the party's own organization that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions to Bidders.

In submitting this bid, Bidder certifies Bidder is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with OWNER on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the bid and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

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Bidder accepts the terms and conditions of the Bid Documents.

INSURANCE:

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

BID:

The undersigned proposes to complete, in all respects, sound, complete and conformable with this Contract Document the following work for the following amounts.

CCWA guarantees no minimum or maximum quantities on the as needed when needed services and additionally reserves the right to purchase more or less at the unit price based on actual need.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

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Submitted by:

COMPANY NAME OF BIDDER

By: OFFICER NAME

SIGNATURE

TITLE

(SEAL)

ATTEST

COMPANY ADDRESS

CITY, STATE, ZIP CODE

LICENSE NUMBER (If Applicable)

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____

END OF SECTION