

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

INVITATION TO BID

**Statesboro Bulloch County Parks and Recreation Department
Janitorial & Cleaning Services**

Sealed bids from qualified vendors will be received by the Bulloch County Board of Commissioners (herein after referred to as, the County) at 115 North Main Street, Statesboro, Georgia 30458 until 3:00 p.m., legally prevailing time on December 5, 2019 for a one year term contract for janitorial & cleaning services. The janitorial & cleaning services shall be used at various buildings within the Statesboro-Bulloch County Parks & Recreation Department (SBCPRD). Bulloch County is asking for a guaranteed price on all items bid for a one (1) year period with an option to renew the contract for two (2) successive one (1) year periods. Actual bid opening will take place at the Bulloch County Commissioners North Main Annex Conference Room 102, 115 N Main St., Statesboro, GA 30458 on December 5, 2019 at 3:00 pm.

At the time and place noted above, the bids for listed items will be opened, read aloud, and recorded. Late bids shall not be accepted. Contract shall be for a period of one (1) calendar year beginning January 1, 2020 until December 31, 2020.

The outside of the sealed envelope shall include the wording: Janitorial & Cleaning Bid; Bid Opening: December 5, 2019 @ 3:00 p.m.; Attn: Faye Bragg, Purchasing Manager.

A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County's website for any addenda for this project.

There is a **check list on page 18** that has items listed that must be included in the submitted bid package. Failure to submit the items listed will be just cause for not accepting a submitted bid package.

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

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

For purposes of this provision, a "local vendor" is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a

jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

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

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

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

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

If awarded, an award will be made to that responsive and responsible bidder with the best offer for Bulloch County, price and other factors considered.

TERMS & CONDITIONS

Services shall be provided on a scheduled cleaning basis. All cleaning shall have to be approved by Edwin (Ed) Nelson of SBCPRD.

Bids shall include the cost of housekeeping, sanitation services, floor maintenance, plus on-the-job supervision and management of employees. The service provider will be responsible for all material and supplies cost with the exception of paper products which will be provided by the owner.

Service Description: To provide general cleaning, sanitation and floor maintenance services for Parks and Recreation Department buildings. Specific services are detailed in the attached specifications. Bid price must include all costs for labor, materials (except paper products to include toilet tissue/paper towels/ trash bags), and supervision.

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

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

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

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

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

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

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

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

Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

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

The selected vendor shall be required to name a contact person for the servicing of this agreement.

The Contractor must submit with bidding documents, a Certificate of Insurance indicating required insurance coverages. This insurance will be enforced during the duration of the contract and any renewals thereafter. Failure to provide insurance may cause cancellation of contract.

Insurance requirements are as follows:

Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

The General Liability Insurance Certificate must be included in the submitted bid.

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

An on-site visit will not be mandatory, however, if areas covered under this contract would like to be viewed, please contact Ed Nelson (912) 489-9053 or enelson@bullochrec.com.

Renewal Option- This contract may be renewed yearly for two (2) successive one (1) year periods.

The County reserves the right to renew or re-bid this service sixty days before the anniversary date for the following year.

County's Right to Terminate Contract:

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

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

Indemnification- The County shall not be held responsible for claims for bodily injury, death, or property damage that may arise from the performance of contractual services related to this contract.

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

For project information contact: Ed Nelson at (912) 489-9053 or enelson@bullochrec.com.

For a bid package or additional procurement information contact: Faye Bragg at fbragg@bullochcounty.net

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

The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Negotiations may be necessary to complete the contract.

The bid must be submitted in a sealed envelope to the following address by USPS mail, hand delivery or delivery service. Faxed or emailed submissions are not accepted for sealed bids:

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

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

Bid specifications, bid form and other forms are on the following pages

BID SPECIFICATIONS
for
JANITORIAL & CLEANING SERVICES

5-FIELD SOFTBALL COMPLEX

1. SCORERS AREA – MARCH 1 – OCTOBER 31

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

2. SCORERS AREA WASHROOM and PUBLIC WASHROOMS – MARCH 1 – OCTOBER 31

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

3. CONCESSION AREA – MARCH 1 – OCTOBER 31

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

4 -FIELD BASEBALL COMPLEX

1. SCORERS AREA – MARCH 1– AUGUST 31

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

2. SCORERS AREA WASHROOM and PUBLIC WASHROOMS – MARCH 1 – AUGUST 31

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

3. CONCESSION AREA – MARCH 1 – AUGUST 31

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

3-FIELD/SOCCER COMPLEX

1. PUBLIC WASHROOMS – FEBRUARY 1 – NOVEMBER 30

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

2. CONCESSION AREA – FEBRUARY 1 – NOVEMBER 30

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

BROOKLET COMMUNITY BUILDING – JANUARY 1 – DECEMBER 31

(NOTE: THREE DAYS A WEEK)

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

VENDOR INFORMATION SHEET

1. Firm: _____

Address: _____

2. Orders to be mailed to:

Firm: _____

Address: _____

3. Payments to be mailed to:

Firm: _____

Address: _____

4. Contract Administrator:

Name: _____

Title: _____

Address: _____

Phone: _____

5. Business License #: _____

6. Payment Terms: Net 30 days

BID FORM

TERM CONTRACT FOR JANITORIAL & CLEANING SERVICE

Please enter the monthly cost of service and total in the last column

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

Total Service contract cost (in figures): \$ _____

Total Service contract cost (in written form): _____

Company Name: _____

Company Address: _____

Phone Number: _____

FAX #: _____

E-mail: _____

Business License #: _____

Signature: _____

Title: _____

Print Name: _____

NON-COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

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

FIRM NAME _____

SIGNATURE _____

TITLE _____

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

NOTARY PUBLIC _____

VENDOR DECLARATION

The vendor understands, agrees and warrants:

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

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

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **December 5, 2019 @ 3:00 pm**, but may not be withdrawn after such date and time for a period of 60 days.

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

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

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

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 Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

Date of Authorization

Company Name

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:

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

Check List

The items listed below must be completed and returned in the submitted bid package. Failure to include the items listed below will be just cause for not accepting the submitted bid package.

- 1. Page 4 – Proof of insurance as required
- 2. Page 13 – Vendor Information Sheet
- 3. Page 14 – Bid Form
- 4. Page 15 – Non-Collusion Affidavit
- 5. Page 16 – Vendor Declaration
- 6. Page 17 – Contractor Affidavit

FORM OF CONTRACT- EXAMPLE

CONTRACT FOR CLEANING AND JANITORIAL SERVICES

STATE OF GEORGIA

BULLOCH COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, **2020**, by and between **BULLOCH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **Bulloch County Board of Commissioners** (hereinafter referred to as the "**COUNTY**") and _____ (hereinafter referred to as the "**CONTRACTOR**").

WITNESSETH:

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

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

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

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

1. **Character of the Work:**

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

2. **Compensation:**

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

invoice by the COUNTY. All payments shall be mailed to the CONTRACTOR, unless prior arrangements to pick up the payment have been made.

3. Term of Agreement:

The term of this Agreement shall be for a period commencing on January 1, 2020 and ending on December 31, 2020. This Agreement may be renewed for two (2) additional one (1) year term(s) upon mutual consent of the parties hereto.

4. Termination:

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, which effective date shall be no earlier than fourteen (14) calendar days after receipt of the written notice by the CONTRACTOR. Notwithstanding, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by the virtue of any breach of this Agreement, and the COUNTY may withhold payment to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages sustained by the COUNTY from such breach can be determined.

5. Indemnification:

The CONTRACTOR shall hold harmless and indemnify the COUNTY and its officials, employees, and agents from and against any and all claims, damages, liabilities, suits, actions, judgments, and expenses of litigation (including, without limitation, reasonable attorney's fees) arising from or in any way related to the CONTRACTOR'S performance of this Agreement.

6. Proof of Insurance:

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

7. Assignability/Transferability:

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

8. Entire Agreement; Amendments:

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or

obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

9. Notices:

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

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

If to the **CONTRACTOR:** _____

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

10. No Waiver:

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

11. Immunity:

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

12. Legal Construction; Severability:

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

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

COUNTY:

CONTRACTOR:

By: _____

By: _____

Title: County Manager

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____