



Forsyth County Public Library

INVITATION TO BID

The Forsyth County Public Library is soliciting competitive bids from qualified Suppliers until 2:00 P.M., October 22, 2026, for the following:

Janitorial services for five (5) branch locations and the administrative offices.

For bids to be considered, the potential bidder must attend the mandatory pre-bid meeting for each location. Please see the next page for date and times.

An Insurance Certificate will be required showing Forsyth County Public Library as additional insured. Requirements for insurance limits are listed in the terms & conditions.

Bid specifications can be obtained by visiting our website at <https://webpages.forsythpl.org/RFP/Janitorial2027/>. Bid documents that can be downloaded at no cost from our website can also be obtained directly from the Forsyth County Public Library.

Bids should be typed or written legibly in ink and returned in a sealed envelope or sealed container. All bid packages must be clearly marked on the outside lower left corner of the package face with the **name of Bidder, Bid Title, and closing date**. Bid packages must be complete in detail, with all required information and documents, and if not so completed, will be rejected. Bids are to be delivered to and will be opened and read aloud at the Forsyth County Public Library, 585 Dahlonega Street, Cumming, GA 30040. Bidders and the general public are invited to attend the bid opening.

Bids are due by 2:00 P.M. on October 22, 2026. Office hours are Monday–Friday, 9:00 a.m.–5:00 p.m. Any bid received after this date and time **will not be accepted**. All bids must remain valid for a minimum of 60 days after the actual date of the opening.

Bids will be publicly opened and read aloud at 2:05 P.M. on October 22, 2026.
Bid tabulation will be available on the website the following morning at 8:30 A.M.

Award of the Bid will be made at a later date. Forsyth County Public Library reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety.

** “Bidder,” “Supplier” or “Vendor” shall be defined herein as someone who is submitting a Bid, Proposal, or Quote in response to a solicitation from Forsyth County Public Library.



Forsyth County Public Library

Invitation to Bid

Date Issued: September 21, 2026

For: Janitorial Services

Must attend the pre-bid meeting for each site to be eligible to submit a bid.

Mandatory Pre-Bid Meeting	Thursday, October 1, 2026 Hampton Park 9:00 a.m. Cumming/Admin. 10:00 a.m. Sharon Forks 11:15 a.m. Denmark 1:00 p.m. Post Road 2:00 p.m.
Deadline for Receiving Sealed Bids	2:00 p.m. (EST) Thursday, October 22, 2026
Bid Receiving Office	Administrative Offices 585 Dahlonega Street Cumming, GA 30040
Office Hours	Monday-Friday 9:00 a.m.-5:00 p.m.
Bids will be opened at:	2:05 p.m. (EST) Thursday, October 22, 2026 Administrative Offices 585 Dahlonega Street Cumming, GA 30040
No Questions will be accepted after:	October 8, 2026, 5:00 p.m. (EST) Email: wallacet@forsythpl.org
Buyer Contact Information	Tonya Wallace, Director of Support Services wallacet@forsythpl.org

Sealed bids in triplicate copy (one original unbound) subject to all provisions of the Invitation to Bid, will be received and opened at the time, date and place shown above. Award of Bid will be made later pending evaluations of all bids submitted.

Bids should be typed or written legibly in ink and returned in a sealed envelope or sealed container. All bid packages must be clearly marked on the outside lower left corner of the package face with the name of Bidder, Invitation to Bid number and opening date. Bid packages must be complete, in detail with all required information, bonds or other documents, and if not so completed, will be rejected.

Bids submitted after 2:00 P.M. (EST) on the date of the deadline **will not be accepted under any circumstances.** Delivery of Bid to proper location by date/time of deadline is Bidder's responsibility.

Bid tabulations will be furnished upon written request or may be viewed on our website: <https://webpages.forsythpl.org/RFP/Janitorial2027/>.

Bid Specifications

Potential bidders are required to visit each site prior to submitting a bid.

Scope of Work

The work covered in this contract includes furnishing all labor, equipment, and materials necessary to perform the services as outlined herein, for the entire areas of the library facilities listed below:

Cumming Public Library
585 Dahlonega Street
Cumming, GA 30040

Total Square Feet 26,999 s/f
Carpet 25,900 s/f approximate
Hard Floor N/A
Restrooms 2 public, 1 family, 2 staff

Special Instructions:

Excludes Server Room, 2 Electrical Rooms, all Storage Closets.

Forsyth County Public Library Administrative Offices
585 Dahlonega Street
Cumming, GA 30040

Total Square Feet 14,493 s/f
Carpet 11,689 approximate
Hard Floor 1,742 s/f approximate
Restrooms 4 staff

Special Instructions:

Excludes Server Room, Electrical Rooms, File Room, all Storage Closets.

★ [Click here for scope of work regarding cleaning tasks for the Cumming Library and Administrative Offices:](https://webpages.forsythpl.org/RFP/Janitorial2027/Cumming_Library_Administrative_Offices_Janitorial_Tasks.pdf)

https://webpages.forsythpl.org/RFP/Janitorial2027/Cumming_Library_Administrative_Offices_Janitorial_Tasks.pdf

Sharon Forks Public Library
2820 Old Atlanta Road
Cumming, GA 30041

Total Square Feet 39,183 s/f
Carpet 36,870 s/f approximate
Hard Floor 1,384 s/f approximate
Restrooms 2 public, 2 family, 2 staff

Special Instructions:

Excludes Server Room, Electrical Rooms, all Storage Closets.

- ★ [Click here for scope of work regarding cleaning tasks for the Sharon Forks Library:](#)

https://webpages.forsythpl.org/RFP/Janitorial2027/Sharon_Forks_Library_Janitorial_Tasks.pdf

Hampton Park Library
5345 Settingdown Road
Cumming, GA 30041

Total Square Feet 22,858 s/f
Carpet 18,334 approximate
Hard Floor 3,796 s/f approximate
Restrooms 2 public, 1 family, 2 staff

Special Instructions:

Excludes Server Room, Electrical Rooms, all Storage Closets.

- ★ [Click here for scope of work regarding cleaning tasks for the Hampton Park Library:](#)

https://webpages.forsythpl.org/RFP/Janitorial2027/Hampton_Park_Library_Janitorial_Tasks.pdf

Post Road Library
5010 Post Road
Cumming, GA 30040

Total Square Feet 24,580 s/f
Carpet 22,231 s/f approximate
Hard Floor 1,803 s/f approximate
Restrooms 2 public, 1 family, 2 staff

Special Instructions:

Excludes Server Room, Electrical Rooms, all Storage Closets.

- ★ [Click here for scope of work regarding cleaning tasks for the Post Road Library:](#)

https://webpages.forsythpl.org/RFP/Janitorial2027/Post_Road_Library_Janitorial_Tasks.pdf

Denmark Library
530 Fowler Road
Alpharetta, GA 30004

Total Square Feet 22,504 s/f
Carpet 17,437 s/f approximate
Hard Floor 3,186 s/gf approximate
Restrooms 2 public, 1 family, 2 staff

Special Instructions:

Excludes Server Room, Electrical Rooms, all Storage Closets.

- ★ [Click here for scope of work regarding cleaning tasks for the Denmark Library:](#)

https://webpages.forsythpl.org/RFP/Janitorial2027/Denmark_Library_Janitorial_Tasks.pdf

ADDITIONS/DELETIONS OF SERVICE: Forsyth County Public Library reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and Forsyth County Public Library.

Personnel Requirements

Contractor's Supervisor:

Contractor shall employ a competent Supervisor who will have full authorization to act on Contractor's behalf. All communications given to this Supervisor shall be as binding as if given to the Contractor. The Library will be kept informed at all times of the assigning of a new Supervisor.

Contractor's Supervisor will:

- Ensure that all personnel are trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.
- Ensure that all personnel are knowledgeable regarding the cleaning tasks that need to be performed nightly at each location.
- Must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible.
 - If a change of staff is to occur, the Facilities & Construction Supervisor shall be notified prior to the change when possible or as quickly as possible thereafter.
 - Supervisor will ensure that new or temporary personnel are trained in building security and tasks BEFORE new personnel are assigned.
 - If personnel set off the building security alarm from any location after the first month of service, \$50 per occurrence will be deducted from the monthly bill to offset Library staff time spent to investigate.
- Shall establish a mutually agreeable regular line of communication with the Facilities & Construction Supervisor.
 - Contractor's Supervisor will inspect all facilities **at least every other month** and will sign off and return checklist to the Facilities & Construction Supervisor.
 - Meetings every other month will be conducted with Facilities & Construction Supervisor to ensure that tasks are being completed correctly.

- The Contractor's Supervisor and/or Crew Foreman must be literate in the English language. There is to be at least one (1) person available when the cleaning crew is on site who can speak, read, and write English.
- **Ensures that no janitorial employee assigned to the Library shall be under the age of 18. Janitorial employees will not be assisted, accompanied, or visited by family, friends, or associates during their work shifts unless FCPL representatives have granted specific, written authorization.**

Foreman

The Contractor's Supervisor will assign a Foreman(s) for each cleaning crew. The Foreman will be part of the daily cleaning crew at all locations and will monitor the cleaning crew to ensure they are fulfilling the specifications of the contract.

Foreman will:

- Ensure that all cleaning tasks are completed properly nightly, weekly and quarterly.
- Will be issued a personal security system pass code and appropriate keys that will allow them to enter only the designated library branches that they are responsible for cleaning.
 - o Foreman will ensure that building security is turned off/on correctly nightly.
 - If personnel set off the building security alarm from any location after the first month of service, \$50 per occurrence will be deducted from the monthly bill to offset Library staff spent to investigate.
- Will ensure that all outside doors are closed while performing work and that all outside and office doors are locked upon leaving. If no FCPL personnel are in the building, the security alarm is to be set by the cleaning crew foreman upon exiting the building.
 - o If the building is occupied by FCPL personnel after normal working hours when the Contractor has completed his service, they will notify FCPL personnel of their departure and leave the door locked.
- Will maintain a daily log with any comments relative to the facilities. The foreman will leave a notice advising of any irregularities or problems noted during servicing (e.g., defective plumbing fixtures, doors left unlocked, security alarm not armed when cleaning crew arrived).
- Ensures that no personnel are smoking, using tobacco, or electronic cigarettes in library buildings or within 50 feet of any library entrance or exit, on loading docks, in courtyards, or in any of the demonstration gardens on library grounds..

- Ensure that only Contractor's employees are in the building and that no one is under 18 years of age.

Safety Precautions

- Contractor shall be responsible for instructing its employees in the safe work habits and requirements to comply with the 1970 Williams-Steiger Occupational Safety & Health Act.
- The Contractor shall adhere to and enforce all applicable local, state, federal, and OSHA safety rules and regulations. All personnel will wear Personal Protective Equipment as required.
- Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be immediately reported to the Facilities Manager.

Scheduling of Work

All facility cleaning will be done when facilities are closed to the public.

- The Cumming Library, the Sharon Forks Library, the Hampton Park Library, the Post Road Library, and the Denmark Library will be cleaned (7) seven days a week during the following days and hours:
 Monday through Thursday 9:15 P.M. till 6:00 A.M. the following day.
 Friday through Sunday 5:45 P.M. till 6:00 A.M. the following day.
- The Forsyth County Public Library Administrative Offices are to be cleaned (5) five days a week during these hours:
 Monday through Friday 6:00 P.M. till 6:00 A.M. the following day.
- If a required service is not provided by Contractor at the proper time stated in the Schedule of Work, Forsyth County Public Library retains the right to require Contractor to return within 24 hours or less at no charge to perform such service. If required service is not provided within 24 hours, payment will be deducted calculated on the percentage of work not performed.
- The buildings do not need to be cleaned on days for which there are no occupants. The library is closed for a total of 12 holidays: New Years Day, MLK Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving Day, Christmas Eve, Christmas Day.

- Contractor is responsible for calculating appropriate man hours at each building to assure proper cleaning of library facilities.

Security Alarm System and Keys

- **If personnel set off the building security alarm from any location after the first month of service, \$50 per occurrence will be deducted from the monthly bill to offset Library staff spent to investigate.**
- NO BUILDING KEYS MAY BE COPIED.
- It will be the responsibility of the Contractor to immediately notify the Facilities & Construction Supervisor whenever the holder of a security system pass code is no longer employed by the Contractor or has been transferred to a non-library site. Library personnel will issue a new pass code to the designated Contractor representative.
- It will be the responsibility of the Contractor to ensure that all library keys are retrieved from cleaning personnel who are no longer in the employment of the Contractor. If library facility keys are not returned by former employees, or if any keys are lost or stolen, the Contractor shall notify the Facilities & Construction Supervisor immediately of the loss with written follow-up as to which keys were lost.
- Expenses related to the rekeying of building(s) or portions of building(s) made necessary because of the duplication and/or loss of keys by the Contractor shall be paid by the Contractor.

Inspection

- All work, equipment and supplies furnished in the performance of contract shall be subject to inspection at any and all times by the Facilities & Construction Supervisor or authorized library representative. If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

Liability

- Contractor shall be responsible for any such loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the Forsyth County Public Library or Forsyth County Public Library employees or to any other person or organization to such extent as the Forsyth County Public Library or Forsyth County Government is legally liable for such loss or damage, if any such loss or damage was caused by an employee of Contractor.

Janitorial Equipment and Supplies

- The Contractor must furnish all necessary janitorial equipment, tools, supplies, transportation and all effort necessary to perform the required services at the designated locations.
- The Contractor will furnish a commercial-grade vacuum, mops and brooms. All equipment must be capable of providing high quality, commercial grade janitorial service.
- The Contractor will furnish all soaps for cleaning, disinfectants, glass cleaners, spot cleaner for carpets, and trash can liners as part of the contract cost.
- The Library will furnish toilet paper, C-fold paper towels, multifold towels, toilet seat protectors, liquid hand soap, urinal splash pads, and air freshener.

Use of Library Storage Areas

- Space for the storage of janitorial equipment, materials, and supplies will be set aside for the Contractor at each library facility. Storage area will have proper ventilation and access to water.
- Janitorial staff will keep the storage area clean and will use and dispose of all cleaning products and chemicals appropriately.

Janitorial Services for New Library Facilities Added During Contract and Contract Renewal Periods

- If other library facilities are built, renovated, or expanded during this contract or during one of the contract renewal periods, the library will have the option to add janitorial services for the new, renovated, or expanded facility to this contract. The janitorial services cost and materials costs for this new, renovated, or expanded facility will remain the same as the bid cost per square foot utilized at the time this contract was awarded. The new, expanded, or renovated facility will receive the same terms, conditions, and cleaning specifications as provided by this contract.

Specific Contract Service Requirements

Forsyth County Public Library highly values the image presented to the public. The library takes pride in all its buildings and facilities. The purpose of this agreement is janitorial service resulting in neat, clean, and attractive facilities.

Unless otherwise noted, the tasks below should be carried out daily. In some cases, monitoring daily with occasional cleaning (e.g., weekly, bi-weekly) may be sufficient. If there is a question as to how frequently a task should be performed, the library's preference and standards shall prevail.

Carpet cleaning for the entire facility and exterior window cleaning are not included in this contract. These services will be procured separately by obtaining quotes. Spot cleaning on the carpets and regular cleaning of entry ways is the responsibility of the Contractor and are listed in these bid specifications.

Required Information from Sealed Bidders

Date of Sealed Bid: October 22, 2026

The undersigned agrees, if this bid is accepted within 60 calendar days after date of opening, to furnish all equipment, materials, or services in strict accordance with the provisions of this Invitation to Bid, at the price and terms and according to specifications or other provisions in this bid package. DO NOT INCLUDE ANY TAXES IN THE BID PACKAGE AS FORSYTH COUNTY PUBLIC LIBRARY IS EXEMPT BY LAW.

SEALED BIDDER'S INFORMATION

Company Name

Street Address:

Mailing Address:

Tax I.D. #

Name of Person Authorized to
Submit this Bid

Title

Contact person for this bid:

Name

Telephone

Email

I hereby acknowledge receipt of the following checked Addendum of the Sealed Bid, Plans, Specifications, and/or other documents pertaining to the Project.

Addendum No(s): 1____ 2____ 3____ 4____ 5____ I understand that failure to confirm the receipt of addendum is cause for rejection of Sealed BIDS. It is the responsibility of the Bidder to ensure receipt of all addenda.

Authorized Signature: _____

Date: _____

Bid Schedule

The price listed below must be all-inclusive. Budgetary constraints prevent the Library from accepting add-ons such as gas surcharges. Be sure to include all costs associated with labor, equipment, transportation, insurance and other costs to cover finished work in the bid price. The Total Cost listed below must include all specifications and vendor tasks listed in this Invitation to Bid.

Location	Annual Quote (12 Months) 1/1-12/31/2027	Monthly Quote 1/1-12/31/2027
Administrative Offices	\$_____	\$_____
Cumming Library	\$_____	\$_____
Sharon Forks Library	\$_____	\$_____
Hampton Park Library	\$_____	\$_____
Post Road Library	\$_____	\$_____
Denmark Library	\$_____	\$_____
Total	\$_____	\$_____

***This bid may be awarded by location or in full.**

This agreement may be renewed on a year-to-year basis for two (2) additional one (1) year terms.

Authorized Signature: _____

Date: _____

Company Name: _____

Non-Collusion Affidavit

(This Affidavit is Part of the Bid Documents)

BID DATE: October 22, 2026

PROJECT DESCRIPTION:

STATE OF _____ }

COUNTY OF _____ }

_____, being first duly sworn, deposes and says that (s)he is _____ (the sole owner, a partner, the president, secretary, etc.) of _____ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against Forsyth County Public Library, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: _____

Date: _____

Signed and sworn to (or affirmed) before me on _____, 20____

by _____,

Printed name(s) of individual(s) making statement

Notary Public

(SEAL)

My Commission Expires: _____

BIDDER REFERENCES FORM

You must have at least four (4) client references listed on this form. Reference information must reflect current or recent work that is comparable in scope to the FCPL job. *Note: Please list references who are knowledgeable about your company and your staff.* You may submit multiple reference forms if you wish to provide more than four (4) references.

Please list company name, contact name, address, a business telephone number, and email address.

Client Reference # 1:

Client Reference #2:

Client Reference #3:

Client Reference #4:

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Forsyth County Public Library has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

SEAL

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 () has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

SEAL

NOTARY PUBLIC

My Commission Expires: _____

Instruction to Bidders

1. **QUESTIONS:** All questions concerning this Invitation should be directed to the procurement agent whose name appears on the cover page unless otherwise directed. Any information obtained about this solicitation through any means other than the solicitation itself or the addendums thereunto is not valid and should not be considered in any response to this solicitation.
2. **ADDENDA AND INTERPRETATIONS:** No interpretation of the meaning of the plans and specifications or other bid documents will be made to any Bidder orally. Every request for such interpretations must be in writing and addressed to buyer listed as contact, and to be given consideration, must be received at least ten (10) business days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be placed on the Forsyth County Public Library website. Bidders should check for and obtain any addenda by going to <https://webpages.forsythpl.org/RFP/Janitorial2027/>. Failure of any Bidder to receive any such addenda or interpretation shall not relieve such Bidder from any obligation under his bid as submitted; it is the responsibility of the Bidder to ensure receipt of any addenda. All addenda so issued shall become part of the Contract Documents.
3. **SUBSTITUTIONS:** It is not the intent of these specifications to exclude any manufacturer/dealer/ contractor from bidding. Responsibility for meeting these specifications and the burden of proving the equality of a proposed substitution rests on the Bidder and such proof must be provided with the Bid. Any differences in the Bidder's equipment/product/service must be so noted and addressed specifically, with any deviations to the specifications listed on a separate sheet of paper titled "EXCEPTIONS TO SPECIFICATIONS." Bidders who do not comply with this request will not have their bid considered for award. Forsyth County Public Library reserves the right to determine whether any or all such exceptions will or will not be accepted. No exceptions will be deemed to have been accepted by the County unless they have been incorporated into an award resulting from this Bid. In instances where no substitutions will be accepted due to safety, security, compatibility, or other issues, it will be so noted in the specifications of the bid documents. All items must be responded to, please use the term "No Bid" for any items you cannot provide.

It is the Library's intent that this Bid permit competition. It shall be the Bidder's responsibility to advise the Library, in writing, if any language, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Such notification must be received by the Library no later than four (4) days prior to the date set for acceptance of the Bid

4. **MEANS AND METHODS:** The vendor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for

furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this solicitation shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

5. **COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Forsyth County Public Library.
6. **AFFIDAVIT:** The Bidder will be required to execute a Non-Collusion Affidavit and submit this form with the bid documents.
7. **BID ACCEPTANCE TIME:** Bids requiring acceptance by the Library in less than sixty (60) calendar days could be rejected, unless so stated on the "Required Information from Sealed Bidders" page and accepted by the Library.
8. **DELIVERY:** Delivery times you are able to meet for items listed in the Bid Schedule must be specified on the "Required Information from Sealed Bidders" page. Failure to meet stated delivery times may be grounds for cancellation of order. All terms shall be F.O.B Destination, to include inside delivery to the using department, with all charges for transportation, unloading and inside delivery paid by the Bidder.
9. **RISK OF LOSS:** Bidder agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release Bidder from any obligation.
10. **WITHDRAWAL OF BIDS:** The Bidder shall give notice in writing of his claim of right to withdraw his Bid, without penalty, due to an error within twenty-four hours (24) after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the Bid sought to be withdrawn. The Bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his Bid. If a Bid is withdrawn under the authority of this provision, the lowest remaining responsive Bid shall be deemed to be low Bid.

No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

Bid withdrawal is not automatically granted and will be allowed solely at Forsyth County Public Library's discretion

11. **AWARD:** Forsyth County Public Library reserves the right to make an award as deemed in its best interest, which may include awarding the whole bid, only part of the bid, or none of the bid to a single Bidder or to multiple Bidders, based on the County's sole discretion of its best interest. Award will be made to the lowest responsive and responsible Bidder meeting the Bid specifications. This is the Bidder who submits the lowest price, whose Bid meets the specifications, who agrees to contract terms and conditions with Forsyth County Public Library, and who is clearly capable of performing the resulting contract. Therefore, the lowest responsible Bidder will not always be the Bidder who has submitted the lowest monetary bid. The evaluation of award will consider the cost, efficiency, dependability, prior service, experience, and any factors which influence the necessary operations of Forsyth County Public Library. The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. Any Bidders submitting fluctuating pricing or charging for freight may not be considered for award. Forsyth County Public Library reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
12. **APPROPRIATION OF FUNDS:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the Library's obligations under said contract(s).
13. **BID RESULTS:** No bid results will be issued by telephone. Interested parties may request in writing, a bid tabulation by sending a self-addressed, stamped envelope with their request to: Forsyth County Public Library, 585 Dahlonega Street, Cumming, GA 30040. Bid results are also available on the Forsyth County Public Library website <https://webpages.forsythpl.org/RFP/Janitorial2027/>.
14. **DISCOUNTS:** Prompt payment discounts offered for period of less than fifteen (15) days will not be considered in determining the low Bidder. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

15. **PAYMENT & INVOICES:** Upon inspection and acceptance of all items, amount due shall be paid within thirty (30) days of receipt of correct invoice, unless a shorter time is stated in the Bid and accepted by the County. All invoices should be itemized in full, show payment terms and include the Purchase Order number. Original invoice should be submitted to: Forsyth County Public Library, 585 Dahlonega Street, Cumming, Georgia 30040. or accounts payable@forsythpl.org

Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished upon request. Forsyth County Public Library is exempt from taxes, but the successful Bidder shall pay all taxes required of him by law. Forsyth County Public Library cannot exempt others from tax.

Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11, et seq.).

16. **INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to: Accounts Payable, 585 Dahlonega Street, Cumming, Georgia 30040 or accounts payable@forsythpl.org.
17. **ANTI-DISCRIMINATION CLAUSE:** "Forsyth County Public Library does not discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided or contracts awarded."

The Bidder in accepting any award resulting from this bid, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, which are incorporated herein by reference.

18. **INSPECTION OF RECORDS:** The records of the Procurement Office are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Procurement Office.

Bidders are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner will not protect this material from public inspection upon request.

There will be a charge assessed to any Vendor requesting copies of records.

19. **TRADE SECRETS:** Pursuant to Georgia law, any trade secrets that are required by law, regulation, bid, or request for proposal to be submitted to the Library are exempt

from disclosure under the Open Records Act. However, this exemption applies only in specific circumstances. If records containing trade secrets are submitted to the Library, and the submitting company wants to protect the trade secrets contained in those records from disclosure, an affidavit must be attached to the records stating that specific information in the records is a trade secret. Please note, a company cannot merely mark otherwise open records with “confidential” or “proprietary” to protect such records from disclosure. The affidavit must be submitted with the records when they are first provided to the Library, and the affidavit should affirmatively declare that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code. The submitted affidavit should clearly identify the information and/or records that constitute trade secrets and must provide the specific location of such trade secrets in the records submitted (i.e., page(s), section(s), etc.). If the Library does not receive an affidavit identifying specific information as trade secrets, the trade secret exemption will not apply. Upon receiving a request for such records under the Open Records Act, the Library will respond in accordance with O.C.G.A. 50-18-72(a)(34) and other applicable law.

20. **PERMITS & FEES:** It is the Contractor’s responsibility to secure and pay for the building permit and other permits and fees, licenses, and inspections necessary for proper execution of the Work which are customarily secured after execution of the Contract
21. **BACKGROUND CHECKS:** Forsyth County Public Library reserves the right to have the contractor undergo a Forsyth County Public Library Sheriff’s Office criminal history background check for any project at the contractor’s cost. Background checks will be required if contractor will be working in the Court Facilities.
22. **PERFORMANCE STANDARDS:** If requirements are not being met, Forsyth County Public Library will notify the Contractor, in writing, stating deficiencies, substitutions, delivery schedule, poor workmanship. A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the Owner. Contractor will have thirty (30) days to remedy the situation. If requirements are not remedied, Forsyth County Public Library has the right to cancel this Agreement with no additional obligation to Contractor. If the vendor has three (3) consecutive unsatisfactory ratings on file, the Vendor will be suspended and debarred from consideration from award of future contracts.
23. **ESTIMATED QUANTITIES:** Listed quantities shall not be considered firm estimates for the calendar year and shall be bid on a **MORE OR LESS** basis. Forsyth County Public Library shall not be required to purchase a minimum quantity or number of items during the contract period, nor shall be bound or limited to the estimated quantities listed. Actual quantities ordered will be based upon the needs of the Library and payment will be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

24. **PRICING:** The prices quoted in response to this Invitation to Bid shall be binding upon the Vendor and shall remain firm for the full term of this Agreement. The Vendor assumes all risk for wholesale price fluctuations during said term.
25. **TERM AND RENEWALS:** The term of this Agreement shall begin upon its effective date January 1, 2027 and shall terminate on December 31, 2027. The contract may be renewed for two (2) additional one (1) year periods provided fees are firm (or subject to a pre-approved increase), service is satisfactory, both parties are willing to renew, and the terms and conditions remain the same. Prior to each renewal of this Agreement the Vendor will be given an option for a price change review. If during this review the Vendor chooses to request a change in pricing, Forsyth County Public Library reserves the right to accept or reject the proposed pricing changes. If Forsyth County Public Library chooses to reject the proposed pricing changes, this will result in a rebid of the Agreement. If no pricing changes are requested or, if requested pricing changes are accepted by Forsyth County Public Library and both parties agree to renew the Agreement for an additional one (1) year term, the agreed upon pricing shall be binding upon the Vendor and shall remain firm for the full one (1) year term of the renewed Agreement. The Vendor assumes all risk for wholesale price fluctuations during said renewal term.
26. **TERMINATION:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation to Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Forsyth County Public Library, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the Forsyth County Public Library.
27. **REGULATORY AGENCIES:** Successful Bidder will be responsible for all required permits or license required by any regulatory agency of the city, county, state, or federal governments. Further, successful Bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).
28. **INDEPENDENT CONTRACTORS:** The Bidder represents to Forsyth County Public Library that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized, and financed to perform such functions. The Bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as the agent of Forsyth County Public Library and nothing contained in this Invitation to Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants or agents or subcontractors as a partner, employee, servant or agent of the library nor shall either party have any authority to bind the other in any respect, it

being intended that each shall remain an independent contractor.

29. **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that successful Bidder will not assign, transfer, convey or otherwise dispose of a contract that results from this Invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the Library.
30. **ACCURACY DISCLAIMER:** The Bidder shall thoroughly acquaint himself with all existing areas and conditions. The Bidder is advised to visit and survey the sites prior to submission of bids. Miscellaneous items of work and material necessary to the complete performance of the work shall be provided whether mentioned in the Specifications.

The Bidder shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the Bid. The Bidder will be allowed no additional compensation for his failure to be so informed.

31. **EXECUTION OF CONTRACT:** Subsequent to the award, the successful Bidder will be presented with a contract and other applicable forms. The successful Bidder shall execute and return the contract and forms within ten (10) days of presentation together with the Payment Bond, Performance Bond, and Certificate of Insurance. If said documents are mailed to the successful Bidder, the date of presentation shall be deemed the postmark date. The Bid of the successful Bidder and the Invitation to Bid shall be incorporated into the contract, except to the extent that this Invitation to Bid conflicts with the contract in case the provisions of the contract differ from the Invitation, the contract shall have precedence.
32. **COMPLETION TIME:** Project is to be completed within the time frame established in the Invitation to Bid and accepted by the Library. Work shall be completed as bid, in the manner with the specifications bid. If the contract is not completed within the time provided, bidder shall pay to the Library, not as a penalty, but as liquidated damages, a set sum per day as stated in the contract, for every day beyond said completion day.
33. **INSURANCE:** Certificate is to be submitted at the time the Contract is executed and must meet the following requirements:
- A. Statutory Worker's Compensation Insurance
 - i. Bodily Injury by Accident \$100,000.00 each accident
 - Bodily Injury by Disease \$100,000.00 policy limit
 - Bodily Injury by Disease \$500,000.00 each employee
 - B. Commercial General Liability Insurance
 - i. \$1,000,000 limit of liability per occurrence for bodily injury and property damage

- ii. The following additional coverages must apply:
 - 1986 (or later) ISO Commercial General liability form
 - Dedicated limits per project or location (CG 25 03 or CG 25 04)
 - Additional insured endorsement (form b CG 20 10 with a modification for completed operations or a separate endorsement covering completed operations)
 - Blanket Contractual liability
 - Broad Property Damage
 - Severability of Interest
 - Underground explosion and collapse coverage
 - Personal injury (deleting both contractual and employee exclusions)

C. Auto Liability Insurance

- i. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage
- ii. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
- iii. Additional insured endorsement
- iv. Contractual Liability

D. Umbrella Liability Insurance \$1,000,000.00 limit of liability

The following coverages must apply:

- i. Additional insured endorsement
- ii. Concurrency of effective dates with primary
- iii. Blanket contractual liability
- iv. Drop down feature
- v. Care, Custody, and Control– Follow from primary
- vi. Aggregates apply where applicable in primary
- vii. Umbrella policy must be as broad as the primary policy

E. Forsyth County Public Library should be shown as additional insured on the General Liability Auto Liability and Umbrella Liability.

F. The cancellation should provide ten (10) days' notice for nonpayment and thirty (30) days' notice of cancellation.

G. Certificate Holder should read:

Forsyth County Public Library
585 Dahlonega Street
Cumming, GA 30040

- H. Insurance Company except Worker's Compensation must have A.M. Best rating of A-5 or higher. Certain Worker's Comp funds may be acceptable by the approval of the Risk Management Division. European makers including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
- I. Insurance company must be licensed to do business by the Georgia Department of Insurance.
- J. Certificates of Insurance and any subsequent renewals must reference specific bid/contract by project name and by project/bid number.
- K. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the Library to verify the compliance with the insurance requirements.
- L. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the Library.
- M. Contractor shall incorporate a copy of insurance requirements as herein provided in every subcontract with every subcontractor in any tier and shall require every subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the Contractor at the Contractor's expense.
- N. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained have been complied with and until evidence of such compliance satisfactory to Forsyth County Public Library as to form and content has been filed with Forsyth County Public Library. The Acord certificate of insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitution.
- O. The Contractor shall agree to waive all rights of subrogation against the Library, the Board of Trustees, its officers, employees, and volunteers from losses arising from work performed by the Contractor for the Library.

- P. The Contractor shall make available to the Library, through its records or records of the insurer, information regarding specific claim related to any Library project. Any loss run information available from the Contractor or their insurer relating to the Library project will be made available to the Library upon their request.
- Q. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liability provisions of the contract.
- R. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health act of 1970. Public Law 91-956 and any other laws that may apply to this Contract.
- S. The Contractor shall at a minimum apply risk management practices accepted by the contractor's industry.

Forsyth County Public Library Purchase Order Standard Terms and Conditions

1. No changes will be made to this Purchase Order except by written modification by the Forsyth County Public Library.
2. Vendor shall transfer and deliver to the Library, all the goods and/or services described herein for the consideration set forth herein.
3. Delivery shall be made to the address listed on the Purchase Order and within the time specified.
4. Risk of loss of the goods shall pass to Library upon acceptance only.
5. Title to the goods shall remain with Vendor until acceptance by Library.
6. Vendor warrants that the goods are merchantable and as described herein.
7. Library shall have the right to inspect the goods at the time and place of delivery.
8. If unable to fill this order exactly in accordance with the description and price thereon communicate at once with the Library for instructions. The Library reserves the right to reject and return at shipper's expense all materials or supplies delivered which do not conform to our description or specifications.
9. If there is any part of this order that you cannot fill promptly or within the time specified, notify the Library at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the Library shall have the right at its option to cancel this order in whole or in part, and the Library may procure the goods, or services, from other sources, and hold the vendor responsible for any part, and EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
10. No claim or right arising out of a breach of this Agreement can be discharged, in whole or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
11. No right or interest in the contract shall be assigned by Vendor without the written permission of the Library, and no delegation of any obligation owed or of the performance of any obligation by Vendor shall be made without the written permission of the Library. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
12. This Purchase Order shall be governed in all respects by the laws of the State of Georgia.
13. Items on this Purchase Order are exempt from Federal Excise Tax (58-2228307) and Georgia Sales and Use Tax.
14. All goods and/or services supplied pursuant to this Purchase Order shall, unless otherwise stated, conform exactly to all the descriptions, specifications, and attachments contained in the Request for Quote, Invitation to Bid or Request for Proposal on which this Purchase Order is based; and the terms, conditions, and specifications of those documents are incorporated herein by reference and made a part hereof.

15. All cuts, negatives, positives, artwork, plates, engravings, and other materials owned by the Library, or paid for in any Library printing order, shall become and remain Library property and shall be delivered to the Library upon request.
16. Upon inspection and acceptance of all items, amount due shall be paid within thirty (30) days of receipt of correct invoice (Net 30), unless a shorter time is stated in the Bid and accepted by the Library. Submit invoice(s) with the original signature of receiving Library personnel to Forsyth County Public Library, 585 Dahlonega Street, Cumming, GA 30040. Be sure the Purchase Order number is on your invoice(s). Payments are not made against statements. All inquiries regarding payment of invoices are to be directed to Gabi Santangelo at (678)513-9386 or santangelog@forsythpl.org. Itemize all invoices in full. Mail the original and one copy to the address above.
17. Forsyth County Public Library, Georgia hereby gives public notice that: "It is our policy to assure compliance with Title VI of the Civil Rights Act of 1965, the Civil Rights Act of 1987, and related statutes and regulations in all programs and activities."
18. If this Purchase Order is issued with an attached Contract or Agreement, the terms and conditions of such latter document shall govern in the event of any conflict with these terms and conditions.

Bid Document Checklist

This form may be used for the benefit of the bidder to assure submission of all required documents or information

Required by bidder	Submission Requirement	Initial each required entry and if required submit the item
☒	Required Information from Sealed Bidders Sheet	
☒	Bid Schedule Form	
☒	References (Please include contact name, phone and email.)	
☒	Non-Collusion Affidavit	
☒	Contractor and/or Subcontractor Affidavit	

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.