

FORSYTH COUNTY PUBLIC LIBRARY

INVITATION TO BID JANITORIAL SERVICES

DATE ISSUED: July 2, 2021

FOR: Professional janitorial services for a contract period of January 1, 2022 to December 31, 2022. This annual contract may be renewed for two (2) one (1) year terms.

DEADLINE FOR RECEIVING SEALED BIDS: Friday, August 6, 2021 2:00 PM

Bids submitted after the deadline will not be accepted under any circumstances.

BID RECEIVING OFFICE:

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

BIDS WILL BE OPENED AT: Friday, August 6, 2021, 2:05 PM

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

Sealed bids in **triplicate** copy, subject to all provisions of the Invitation to Bid, will be received and opened at the time, date and place shown above. Bids must be submitted in a sealed envelope or package with the name of the bidder and "Janitorial Services" on the front of the package. Bid responses must include all required information and forms as described in the bid specifications packet. All content and forms relevant to the bid response must be contained within the sealed package.

Award of bid will be made at a later date pending evaluations of all bids submitted and approval by the FCPL Board of Trustees. The Library reserves the right to reject any or all bids and to waive technicalities. Subject to approval by the FCPL Board, the bid shall be awarded to the lowest responsive and responsible vendor whose bid, conforming to the requirements of the bid specifications package, will be most advantageous to the Library, with price and other factors considered. Factors that will be considered include: qualifications, experience, bid pricing, references and completeness of bid response.

Insurance: The winner of the bid is required to furnish a Certificate of Insurance that meets all the insurance requirements of this bid before a contract will be signed.

Addenda and Interpretations:

No interpretation of the meaning of the specifications or other bid documents will be made to any bid orally. Every request for such interpretations must be sent in writing to Tonya Wallace at wallacet@forsythpl.org, and, to be given consideration, **must be received by 2:00 PM on Friday, July 23, 2021**. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be made available on the project website. Failure of any bidders to receive any such addendum or interpretation shall not relieve such bidders 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.

Permits and Fees:

It is the Contractor's responsibility to secure and pay for permits, fees, licenses, and inspections necessary for proper execution of the work which are customarily secured after execution of the Contract.

Title VI:

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Firms doing business with Forsyth County Public Library agree that, the Firm, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, religion, national origin, gender, age or disability.

Visiting Facilities:

It is the Contractor's responsibility to visit each library facility in order to ensure that the scope of work is understood and that the bid price is responsible. The hours that the libraries are open to the public are available at www.forsythpl.org. If you wish to see the non-public areas of the building, please identify yourself as a potential bidder to a staff member and request access to the staff area.

FORSYTH COUNTY PUBLIC LIBRARY**CONTRACTOR CHECKLIST
JANITORIAL SERVICES**

Please read the enclosed documents carefully and make sure that your bid complies with all instructions.

Each bidder must provide **three (3) copies** of his bid response.

At a minimum, the bid responses must include the following:

- ◆ **Letter of introduction from contractor that describes qualifications to perform services. Letter should include:**
 - Company information, including how long in business, number of employees, and areas of specialization.
 - Qualifications of employee(s) who would be responsible for the contract with FCPL.
 - Process for screening employees or subcontractors who will be assigned to FCPL.
 - Description of quality control process.
 - Statement that contractor has visited each library facility.
 - Any other information that demonstrates that the contractor has the ability to meet the contract requirements.

- ◆ **Bidder Information Form**

- ◆ **Bid Pricing Schedule**

- ◆ **Bidder References Form**

- ◆ **Non-Collusion Affidavit**

- ◆ **Contractor E-Verify Affidavit and Agreement**

- ◆ .

NEED FURTHER INFORMATION?

If you need further information, please contact Tonya Wallace, Finance Supervisor, at (678) 513-9363 or wallacet@forsythpl.org. Please note that any requests for interpretations of the specifications/bid documents must be submitted in writing as described on the Invitation to Bid.

FORSYTH COUNTY PUBLIC LIBRARY

**BIDDER INFORMATION FORM
JANITORIAL SERVICES**

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 included on the Bid Pricing Schedule, and according to specifications or other provisions in this bid package.

Company Name

Tax ID #

Street Address

Mailing Address (if different)

Telephone #

Fax #

Email address

Name and title of person authorized to submit this bid

Authorized Signature

Date

Primary contact person (regular business hours)

Telephone #

Email address

Primary contact person (outside regular business hours)

Telephone #

Email address

Forsyth County Public Library Bid Pricing Schedule--Janitorial Services

>> This form will be attached to the contract with the successful bidder.

>> Do not include any taxes in the bid price as Forsyth County Public Library is exempt by law.

>> **The bid prices 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, and insurance. **Responsible bidders will have visited each library site prior to submitting a bid price.**

>> Forsyth County Public Library requires prices to remain firm for the initial contract period (January 1, 2018 to December 31, 2018). 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, and both parties are willing to renew. Prior to each period of renewal, any increases in renewal rates will be evaluated and compared to the actual rate of inflation experienced, and will thereby remain subject to negotiation.

| | Annual Quote (12 months) 1/1/22 – 12/31/22 | Monthly Quote 1/1/22 – 12/31/22 |
|--|---|--|
| Headquarters/Administrative Offices 585 Dahlonega Street | \$ | \$ |
| Cumming Library 585 Dahlonega Street | \$ | \$ |
| Sharon Forks Library 2820 Old Atlanta Road | \$ | \$ |
| Hampton Park Library 5345 Settingdown Road | \$ | \$ |
| Post Road Library 5010 Post Road | \$ | \$ |
| TOTAL | \$ | \$ |

Contractor Signature

Date

FORSYTH COUNTY PUBLIC LIBRARY

**BIDDER REFERENCES FORM
JANITORIAL SERVICES**

You must have at least three (3) local client references listed on this form. Reference information must reflect current or recent work that is comparable in scope to the FCPL job. *References should be located within a 50 mile radius of FCPL.*

Please list client reference, address, a contact person who is knowledgeable of your work, a business telephone number, and email address.

Client Reference # 1:

Client Reference #2:

Client Reference #3:

FORSYTH COUNTY PUBLIC LIBRARY

**NON-COLLUSION AFFIDAVIT
JANITORIAL SERVICES**

_____ being first duly sworn, deposes and says that

he is _____ (sole owner, a partner, president secretary,

etc.) of _____ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or 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 of 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: _____

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

Notary Public
My Commission Expires _____ 20__

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 (name of public employer) 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 _____, ____, 20__ 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 _____, 20__.

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 (name of contractor) on behalf of (name of public employer) 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 _____, ____, 20__ 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 _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Janitorial Contract Requirements

Forsyth County Public Library
585 Dahlonega Street
Cumming, GA 30040

Contact Person: Scot Wells
678-513-9352
wellss@forsythpl.org

1.0 General Contract Requirements

Contractor: Janitorial Services Vendor
Library: Forsyth County Public Library (FCPL)

1.1 Scope

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:

1.1.1 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, 2 staff (520 s/f approximate) |

Special Instructions:

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

1.1.2 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 (200 s/f approximate) |

Special Instructions:

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

1.1.3 Sharon Forks Public Library
2820 Old Atlanta Road
Cumming, GA 30040

| | |
|-------------------|---|
| Total Square Feet | 39,183 s/f |
| Carpet | 36,870 s/f approximate |
| Hard Floor | 1,384 s/f approximate |
| # Restrooms | 2 public, 2 staff, 2 family (768 s/f approximate) |

Special Instructions:

Excludes Server Room, Electrical Rooms, all Storage Closets.

1.1.4 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, 2 staff (455 s/f approximate) |

Special Instructions:

Excludes Server Room, Electrical Rooms, all Storage Closets.

1.1.5 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 | 3 public, 2 staff (546 s/f approximate) |

Special Instructions:

Excludes Server Room, Electrical Rooms, all Storage Closets.

1.2 Contract Duration

1.2.1 Contract will begin on January 1, 2022 and continue through December 31, 2022.

1.2.2 Prices shall remain firm for the entire contract period.

1.2.3 Initial contract and any renewal contract(s) will terminate immediately and absolutely at any such time as there are no appropriate and otherwise un-obligated funds available to satisfy FCPL's obligations under said contract.

1.3 Contract Renewal Periods

1.3.1 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 period of renewal, any proposed increases in renewal rates will be evaluated and compared to the actual rate of inflation experienced, and will thereby remain subject to negotiation. Renewal under any terms different from the initial contract period requires approval by the Forsyth County Public Library Board of Trustees.

Forsyth County Public Library reserves the right to extend beyond the Contract Term if deemed to be in the best interest of FCPL.

1.4 Contract Cancellation

1.4.1 Contractor has the right to cancel this contract with a (30) thirty day written notice of contract cancellation being sent to the Library.

1.4.2 **TERMINATION FOR CONVENIENCE:** Forsyth County Public Library reserves the right to terminate the Contract, in whole or in part at any time, with thirty (30) days notice, when in the best interests of the Library without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Library. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

1.4.3 **TERMINATION FOR DEFAULT:** In addition to the rights reserved in the Contract, Forsyth County Public Library may terminate the contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract.

1.4.4 The Library shall provide thirty (30) days written notice to Contractor, identifying the deficiencies in Contractor's performance or other material provision, allowing Contractor, within those thirty (30) days, to cure the deficient performance. If Contractor fails to cure the deficient performance within the thirty (30) day cure period, the Contract shall be terminated.

1.4.5 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Library on demand.

1.4.6 **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.

1.5 Payment Terms

1.5.1 Contractor will email monthly invoice statements.

1.5.2 Payment is due "net 30" from date of invoice receipt by the Library.

1.6 Personnel

1.6.1 Contractor shall provide adequate personnel, 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.

1.6.2 The Contractor 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 Library Contact shall be notified prior to the change when possible or as quickly as possible thereafter.

1.6.3 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. Contractor's supervisor shall establish a mutually agreeable regular line of communication with the Facilities Manager. The Supervisor will inspect all library facilities on a regularly scheduled basis to insure that janitorial service personnel are fulfilling all terms of this contract. The Library will be kept informed at all times of the assigning of a new Supervisor.

1.6.4 Smoking, other tobacco use, and use of electronic cigarettes is prohibited in library buildings or within 50 feet of any library entrance or exit, on loading docks, in courtyards, on in any of the demonstration gardens on library grounds.

1.6.5 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. This is not meant to require that all Contractor personnel speak, read, and write English. Most tasks may require only the Supervisor, Crew Foreman, or a crew member to speak, read, and write English. This requirement is necessary due to the following reasons, which include but are not limited to:

1.6.5.1 Warnings of emergencies and hazards.

1.6.5.2 Notification of situations or procedures outside of the norm.

1.6.5.3 Preparation of reports as specified.

1.6.5.4 Communication with Forsyth County Public Library personnel.

1.7 Safety Precautions

1.7.1 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.

1.7.2 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.

1.7.3 Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be immediately reported to the Library Contact.

1.7.4 No janitorial employee assigned to the Library shall be under the age of 18. The Crew Foreman shall admit only the Contractor's employees to library facilities. 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.

1.8 Man-hours

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

1.9 Scheduling of Work

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

1.9.1 The Cumming Library, the Sharon Forks Library, the Hampton Park Library, and the Post Road Library will be cleaned (7) seven days a week during the following days and hours:

| | |
|-------------------------|---|
| Monday through Thursday | 9:15 P.M. till 5:00 A.M. the following day. |
| Friday through Sunday | 5:45 P.M. till 5:00 A.M. the following day. |

1.9.2 The Forsyth County Public Library Administrative Offices are to be cleaned (5) five days a week during the following days and hours:

| | |
|-------------------------|---|
| Monday through Thursday | 9:15 P.M. till 5:00 A.M. the following day. |
| Friday | 5:45 P.M. till 5:00 A.M. the following day. |

1.9.3 There is to be no access to the Administrative Offices during weekend hours.

1.9.4 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 percentage of work not performed.

1.09.5 The buildings do not need to be cleaned on days for which there are no occupants. The library is closed for a total of 14 holidays. 3 of these always fall on a Sunday (Easter, Mother's Day, and Father's Day), 4 of these always fall on a Monday (MLK Day, Presidents Day, Memorial Day, Labor Day), and the remainder (Jan 1, July 4, 2 days at Thanksgiving, and 3 days at Christmas) vary depending on the year.

10.1 Security Alarm System and Keys

1.10.1 The Contractor's Supervisor will be issued a personal security system pass code and appropriate keys that will allow that person access to all library facilities during hours specified for cleaning personnel. This person will be issued appropriate keys for entering all library facilities.

1.10.2 The Cleaning Crew Foreman will be issued a personal security system pass code and appropriate keys that will allow him to enter only the designated library branches that he is responsible for cleaning.

1.10.3 NO BUILDING KEYS MAY BE COPIED.

1.10.4 It will be the responsibility of the Contractor to immediately notify the Library Facilities Manager 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.

1.10.5 It will be the responsibility of the Contractor to insure 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 Manager immediately of the loss with written follow-up as to which keys were lost, who lost them, when and where the keys were lost and what measures have been made to recover the keys. Vendors are advised a fee of fifty dollars (\$50.00) will be assessed for each lost key.

1.10.6 Expenses related to the re-keying 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.

1.10.7 The Contractor's staff shall not 1) disturb papers on desks, 2) open drawers or cabinets, 3) use computers, telephones, televisions, copiers, or other equipment, or 4) tamper with personal property.

1.10.8 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.

1.10.9 The Cleaning Crew Foreman 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, security alarm is to be set by Cleaning Crew Foreman upon exiting the building.

1.10.10 The Cleaning Crew Foreman will maintain a daily log in which the arrival and departure time of his staff will be noted, along 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).

1.11 Inspection

All work, equipment and supplies furnished in performance of contract shall be subject to inspection at any and all times by the Facilities Manager or a duly 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.

1.12 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.

1.13 Insurance Requirements

Prior to execution of the contract, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the Forsyth County Public Library Certificates of Insurance from licensed companies doing business in the State of Georgia and acceptable to the Forsyth County Public Library covering:

- 1.13.1 Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$500,000 each employee

- 1.13.2 Comprehensive General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence of bodily injury and property damage

- 1.13.3 Automobile Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned and hired vehicles

- 1.13.4 Umbrella Liability Insurance
 - (a) \$1,000,000 limit of liability

- 1.13.5 The Forsyth County Public Library shall be shown as additional insured on General Liability, Auto Liability and Umbrella Liability policies.

- 1.13.6 There shall be a (30) thirty-day notification to Forsyth County Public Library in the event of a cancellation or modification of any stipulated insurance coverage.

1.13.7 Certificate Holder should read:

Anna Lyle, Director
Forsyth County Public Library
585 Dahlonega Street
Cumming, GA 30040

1.13.8 Insurance Company must have an A.M. Best Rating of A-6 or higher.

1.13.9 Insurance Company must be licensed to do business by Georgia Secretary of State.

1.13.10 Insurance Company must be authorized to do business in Georgia by the Georgia Insurance Department.

1.14 Janitorial Equipment and Supplies

1.14.1 The Contractor must furnish all necessary janitorial equipment, tools, supplies, transportation and all effort necessary to perform the required services at the designated locations.

1.14.2 The Contractor will furnish a commercial-grade vacuum, mops and brooms. All equipment must be capable of providing high quality, commercial grade janitorial service.

1.14.3 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.

1.14.4 The Library will furnish toilet paper, C-fold paper towels, multifold towels, toilet seat protectors, liquid hand soap, and air freshener.

1.15 Use of Library Storage Areas

1.15.1 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.

1.15.2 Janitorial staff will keep the storage area clean, and will use and dispose of all cleaning products and chemicals appropriately.

1.16 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.

1.17 Silence of Specifications

The apparent silence of this specification and any supplemental specifications as to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement, with Forsyth County Public Library Board of Trustees' interpretation to prevail.

1.18 Independent Contractor

The Contractor shall perform in all respects as an independent contractor and not as an employee or agent of Forsyth County Public Library. However, because the Contractor's work may be associated in the minds of the public with the Forsyth County Public Library, the Contractor shall ensure that its employees, subcontractors, and agents perform in an orderly, responsible, and courteous manner. The Contractor is solely responsible for complying with all employment-related laws. The Contractor is solely responsible to ensure that its employees and those of its subcontractors who are not citizens of the United States hold all documentation required under all applicable immigration laws to allow them to be lawfully employed in the United States and Georgia.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Firms doing business with Forsyth County Public Library agree that, the Firm, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, religion, national origin, gender, age or disability.

Forsyth County Public Library does not allow the employment of unauthorized aliens to perform work on Library contracts. Each contractor must provide evidence on Library-provided forms that it and its subcontractors and sub-subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. 13-10-90(2) to verify information of all new employees. Contractors and subcontractors must keep all documents and records of its compliance for a period of three (3) years following contract completion. Forsyth County Public Library is authorized to conduct random audits of contractor, subcontractor or sub-subcontractor compliance.

1.19 INDEMNIFICATION

1.19.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Forsyth County Public Library and Forsyth County Government, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the

performance of this Contract. Contractor's duty to defend, indemnify and hold harmless Forsyth County Public Library and Forsyth County Government, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

1.19.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of Forsyth County Public Library and Forsyth County Government.

2.0 Specific Contract Service Requirements

Forsyth County Public Library highly values the image presented to the public. The library takes pride in all of 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 on a daily basis. In some cases, monitoring on a daily basis 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.

2.1 Restrooms – All tasks shall be done DAILY

- 2.1.1 Clean and sanitize with a disinfectant all toilets, toilet seats, urinals, counters and lavatories, and outside of trash receptacles.
- 2.1.2 Clean restroom fixtures and chrome fittings of water, soap, and urine stains.
- 2.1.3 Clean all restroom mirrors of water stains and marks. Entire surface of each mirror will be cleaned including lower portion of any mirror located behind sink fixtures.
- 2.1.4 Clean all partition walls and tile walls of fingerprints, markings, water stains, paper, etc. on a daily basis.
- 2.1.5 Dust mop or sweep restroom floors. Thoroughly wet mop all restroom floors with a disinfectant cleaner. Be sure that baseboards of walls, wall corners, and the areas behind restroom fixtures are as clean as main surface areas of floor.
- 2.1.6 Clean and sanitize drain and overflow outlets. Pour disinfectant down all floor drains for odor control.
- 2.1.7 Remove markings (words, numbers, and graffiti) from all walls, doors, stall partitions, and mirror surfaces. Leave a note to the Facilities Manager reporting non-removable graffiti.
- 2.1.8 Clean surfaces of dispenser units, such as toilet paper and paper towel dispensers.
- 2.1.9 Refill dispensers for soap, toilet paper, and paper towels to normal limits. Refill toilet seat covers as needed. Replace back-up supplies as noted by Facilities Manager or Branch Manager.
- 2.1.10 Make sure that all dispensers are operating properly. Leave a note to the Facilities Manager or Branch Manager of any dispensers that are defective.

2.2 Glass Surfaces – All tasks shall be done DAILY

2.2.1 Clean all lobby entranceway glass of any fingerprints, hand prints or tape residue left from signs. This includes side glass panels as well as sliding glass doors. Exterior of lobby entrance glass located outside of building must be cleaned daily.

2.2.2 Clean glass doors and windows leading into all interior rooms with glass doors and windows (varies by location; for example, study rooms, magazine/ quiet rooms). Remove all fingerprints, hand prints and tape residue left from signs.

2.3 Floors – All tasks shall be done DAILY unless otherwise noted.

2.3.1 Vacuum high traffic carpeted areas nightly. Vacuum a different area nightly so that the entire building has been vacuumed in a week including public areas, meeting rooms, offices, and staff areas. Spot clean carpet where required to remove stains.

2.3.2 Vacuum under all tables, desks and chairs and replace chairs under table/desk surface in all areas of the buildings.

2.3.3 Dust mop or sweep hard floors in Administrative Headquarters in Information Technology offices and large storeroom. Remove scuff and heel marks.

2.3.4 Dust mop or sweep and wet mop hard floor of staff lounge in Sharon Forks Library.

2.3.5 Properly clean linoleum in Hampton Park Library.

2.3.6 Properly clean hardwood floor at Post Road Library.

2.3.7 Vacuum or sweep entry mats.

2.3.8 Sweep concrete porches and entryways.

2.3.9 **QUARTERLY**, vacuum carpet edges, in between furniture, in corners and around furniture in offices with a nozzle vacuum attachment. Clean or dust baseboards wherever accessible. Dust return air grills and exhaust fan grills.

2.3.10 **QUARTERLY**, wax and machine buff tile floors in Administrative Offices' Information Technology office area, large storeroom, Sharon Forks break room, and Hampton Park storeroom.

2.3.11 **QUARTERLY**, machine clean carpet in main entrance areas, using a commercial grade carpet cleaner.

2.3.12 **QUARTERLY**, clean grout in all restrooms.

2.4 Trash Removal – All tasks shall be done DAILY unless noted otherwise.

2.4.1 Empty all library trash containers within the building and insert liners appropriate to the size of the container. Do not allow the bags to drip on carpet areas or leave a trail to the dumpster. Cleaning of such spills are solely at the contractor expense. Areas include, but are not limited to:

2.4.1.1 All public areas in the library branches. This includes meeting rooms that are often used for large groups and heavily-attended programs.

2.4.1.2 All offices in the Administrative Offices building

2.4.1.3 All staff break rooms

2.4.1.4 All restrooms

2.4.1.5 All trash receptacles outside of main entrances

2.4.1.6 All trash receptacles on docks or porches

2.4.2 Spot Clean exterior surfaces of all trash receptacles in all areas.

2.4.3 **WEEKLY** - Remove cigarette butts from smoking genies located outside the library and notify Facilities Manager if sand needs to be replaced.

2.4.4 Trash removal shall be to dumpster containers located outside of the library facilities. Trash must be placed in trash bags, each bag secured and tied, placed in the dumpsters. Close top of all trash dumpsters. All trash remains the property of Forsyth County Public Library and salvage of materials by the Contractor and or Contractor's employees is prohibited.

2.4.5 Do not remove recyclables. Library staff handle the recycling containers and contents.

2.5 Meeting Room Chairs, Tables, and Walls -- All tasks to be monitored and performed as needed.

2.5.1 Unless instructed otherwise, stack all meeting room chairs each night on the mobile chair dollies that are available for that purpose. Move loaded chair dollies to the meeting room storage closet.

2.5.2 Unless instructed otherwise, lower all folding tables each night and place folded tables in storage closet.

2.5.3 Unless instructed otherwise, put away all movable partition walls each night.

2.6 Janitorial Closets – All tasks to be done DAILY.

2.6.1 Rinse and clean janitorial sinks and mop buckets.

2.6.2 Clean all custodial equipment.

2.6.3 Properly close cleaning product containers and dispose of any unused cleaners appropriately.

- 2.6.4 Thoroughly rinse wet mops, disinfect, and leave to air dry properly.
- 2.6.5 Keep room tidy and clean, emptying trash, mopping floor, and spot-cleaning walls.
- 2.6.6 Take necessary steps to avoid damp/mildew odors that may arise from improperly cleaned or stored equipment and supplies.

2.7 Other Duties

- 2.7.1 **DAILY** - Wipe off top surface of all drinking fountains with a disinfectant.
 - 2.7.2 **DAILY** - Clean all laminate surfaces on public reader tables and shelf canopy tops of fingerprints, pencil and ink marks, and any other stains that may be found on them.
 - 2.7.3 **DAILY** – Clean all dry erase boards in the public areas including meeting and study rooms. Do not clean dry erase boards in staff offices or workrooms.
-

IN WITNESS WHEREOF the Library and the Contractor have executed this Agreement effective as of the date the Library Director executes this Agreement on behalf of the Library. The contract includes the Janitorial Contract Requirements, the Bid Pricing Schedule submitted by the Contractor, and all other forms and materials provided by the Contractor in the bid response.

CONTRACTOR:

Name: _____

Title: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Notary Public

[NOTARY SEAL]

My Commission Expires:

FORSYTH COUNTY PUBLIC LIBRARY

Name: Anna L. Lyle
Title: Director

SIGNED, SEALED, AND DELIVERED
in the presence of:

Notary Public

[NOTARY SEAL]

My Commission Expires:
