



Invitation to Bid Item #27-290

August 13, 2026

For the provision of

Janitorial Services for Various Locations

Augusta, GA - on behalf of the Augusta Central
Services Department – Facilities Maintenance

Bid Due: Monday, September 14, 2026 @ 11:00 a.m.

Local Bidders Preference Is Applicable

Andy Penick, CPSM, GCPM
Director of Procurement
535 Telfair Street, Suite 605
Augusta, GA 30901

Invitation to Bid

Sealed bids will be received until Monday, September 14, 2026 @ 11:00 a.m. Bid openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901 and additionally virtually via Microsoft Teams: Teams: Meeting ID: 220 543 044 422 896 - Passcode: RQ7Pr9cAKQ6t5hK7 for furnishing:

Bid Item #27-290 Janitorial Services for Various Locations for Augusta, GA – Central Services Department – Facilities Maintenance Division

No submittal will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No bids may be withdrawn for a period of ninety (90) days after bids have been opened.

Bid documents, and all Addenda, may be obtained on the Augusta, Georgia web site under the Procurement Department ARCBid (<http://appweb2.augustaga.gov/NewARCBid/ARCBid.html>), Euna OpenBids (<https://network.demandstar.com>) and Georgia Procurement Registry (<https://ssl.doas.state.ga.us/gpr/index>). Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901. Addenda will also be posted on the above listed website.

Questions, request for clarifications or interpretations regarding this Bid must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Tywana Scott
535 Telfair Street - Suite 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

All request for clarifications or interpretations for this bid must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of Monday, August 31, 2026 by 5:00 P.M.

The local vendor preference program is applicable to this project.

Bidders are cautioned that acquisition of BID documents through any other source than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

No bid will be accepted by email; all bids must be received by mail or hand delivered.

Publish:

Augusta Chronicle

August 13, 20, 27, 2026

BID OPENINGS:

All bid openings are open to the public, either in person in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901, or via virtual teleconferencing. Augusta uses the Microsoft Teams application for those wanting to attend virtually. The application is free to use. The Bid Opening is Thursday, September 3, 2026 at 11:00 a.m.

Follow these instructions to attend virtually via TEAMS:

1. Join: <https://teams.microsoft.com/meet/220543044422896?p=nyzrD4KlagTyDa08pE>
2. Meeting ID: 220 543 044 422 896
3. Passcode: RQ7Pr9cA

INSTRUCTIONS TO SUBMIT

- 1.1 Purpose: The purpose of this document is to provide general and specific information for use by bidders in submitting a bid to supply Augusta, Georgia with equipment, materials, supplies, and or services as listed above. All bids are governed by the Augusta, Georgia Code.
- 1.2 Viewing the Augusta Code: All bids are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> Guidelines & Procedures.
- 1.3 Compliance with laws: The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances, and rules during the performance of any contract between the Bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 Bids For All Or Part: Unless otherwise specified, County reserves The Right To make an award(s) for all Items, or categories, or specific line items, to one or more bidders. Bidder may restrict their bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 All protests shall be made in writing to:

Attn: Andy Penick
Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901
Email: procbidandcontract@augustaga.gov

- 1.6 Local Bidders Preference: The Local Bidders Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the lowest non-local bidders.
- 1.7 Augusta, Georgia License Requirement: For further information contact the License and Inspection Department at (706) 312-5050.

General Contractors' License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.



NOTICE TO ALL BIDDERS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Exhibit A – Bidders Information. is a consolidated document consisting of:

1. Copy of Business License Number
2. W-9 Form
3. Acknowledgement of Addenda (if any)
4. Statement of Non-Discrimination
5. Non-Collusion Affidavit of Prime Bidder/Officer
6. Conflict of Interest Statement

Exhibit B - Contractor Affidavit for E-Verify

Bidder's must provide their E-Verify affidavit along with their bid on the attached form. E-Verify User ID Number must be provided

Exhibit C - Systematic Alien Verification for Entitlements Program

Business License Requirement: Bidder must be licensed in the Governmental entity (state or local) for where they do the majority of their business. The company's business license number must be provided. If your Governmental entity does not require a business license, your company will be required to obtain an Augusta, GA business license if awarded a contract. For further information contact the License and Inspection Department phone number (706) 312-5050.

The successful bidders will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Bidder's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify MOU (Memorandum of Understanding)



Exhibit A

Augusta, Georgia
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

Where/How did you hear about this solicitation? _____

Instructions:

1. Attach a copy of your Business License
2. Attach your Federal W-9 Form.
3. Provide a copy of your General, or other Contractor License, for the following (If applicable),
Utility Contractors License # _____
General Contractor License # _____
Additional Specialty License # _____
4. Acknowledgement of Addenda: (#1) ____ (#2) ____ (#3) ____ (#4) ____ (#5) ____ (#6) ____ (#7) ____ (#8) ____
Check the appropriate box(es) to acknowledge receipt of addenda

Statement of Non-Discrimination

1. The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.
2. The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.
3. The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.
4. The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunity to do business with this Company;
5. That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
6. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
7. That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

1. By submission of a proposal, the bidders certifies, under penalty of perjury, that to the best of its knowledge and belief:
2. The prices in the proposal have been arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.

3. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or to any competitor.
4. No attempt has been made, or will be made, by the bidders to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding company certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this Bid, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding company or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the bidders certifies under penalty of perjury, that to the best of its knowledge and belief:
 - a. The prices in the bid have arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or competitor.
 - c. No attempt has been made, or will be made, by the bidders to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

The undersigned further agrees to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Signatory Name in Print

Company Name

Signatory's Title

Signature of Authorized Officer or Agent

DATE: _____

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

NOTARY PUBLIC

My Commission Expires: _____

Exhibit B

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Project Name and Number

Signatory Name in Print

Signature of Authorized Officer or Agent

Signatory's Title

Date

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

NOTARY PUBLIC

My Commission Expires: _____

Exhibit C

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

BID #27-290 Janitorial Services for Various Locations – Annual Contract

[ITB Project Number and Project Name]

Print name of person applying on behalf of individual, business, corporation, partnership, or other private entity

[Print/Type: Name of business, corporation, partnership, or other private entity]

1. _____ I am a citizen of the United States.
2. _____ I am a legal permanent resident 18 years of age or older.
3. _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

*Alien Registration Number for Non-Citizens

NOTARY COMMISSIONING

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

Notary Public

My Commission Expires: _____ NOTARY SEAL

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with _____ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. § 16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

[Signatory Name in Print]

[Signatory's Title] [Company Name]

[Signatory's Title]

Date: _____

NOTARY COMMISSIONING

Subscribed and sworn before me on this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

NOTARY SEAL

RETURN FORM ONLY IF APPLICABLE.



BIDDER COMPLIANCE AND EXCEPTIONS FORM

1. The Bidder certifies that the commodity(ies) and/or service(s) proposed in response to this solicitation fully comply with all requirements, specifications, terms, and conditions of the solicitation, except for any deviations or exceptions specifically identified below.
2. If the Bidder proposes any commodity(ies) and/or service(s) that differ in any manner from the requirements of this solicitation, the Bidder must clearly identify each deviation or exception by specification section number and provide a detailed description below.
3. Failure to identify any deviation or exception shall be deemed an affirmative representation that the Bidder's offer is in full and complete compliance with all requirements, specifications, terms, and conditions of the solicitation.
4. Return with submittal if the commodity and/or services proposed in the response to this bid are in any way different from that contained in the specifications.

Exceptions/Deviations: _____

Specification Section No. Description of Exception or Deviation:

☐ **NO EXCEPTIONS:** The Bidder certifies that its offer is in full compliance with all requirements of this solicitation.

☐ **EXCEPTIONS IDENTIFIED ABOVE:** The Bidder certifies that all exceptions and deviations from the solicitation have been fully and accurately identified above.

BIDDER CERTIFICATION

I certify that I am authorized to submit this response on behalf of the Bidder and that the information provided on this form is true, complete, and accurate. I understand that failure to disclose an exception or deviation may result in the Bidder's offer being evaluated as fully compliant with the solicitation requirements.

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Local Bidders Registration Form

- (a) Augusta, Georgia encourages the use of local suppliers of goods, services and construction products whenever possible. Augusta, Georgia also vigorously supports the advantages of an open competitive marketplace. Nothing in this Section

shall be interpreted to mean that Augusta, Georgia Administrator or Procurement Director are restricted in any way from seeking formal bids or proposals from outside the Augusta market area.

- (b) The Local Bidders Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the lowest non-local bidders. The lowest local qualified bidder will be allowed to match the bid of the lowest non-local bidder and, if matched, the lowest local qualified bidder will be awarded the contract.

Please Check

- Yes ____ No ____ 1. Has had a fixed office or distribution point in and having a street address within the geographic limits of Richmond County, Georgia for at least six (6) months immediately prior to the issuance of the request for bids or quotes by Augusta; and
- Yes ____ No ____ 2. Holds any business license required by the AUGUSTA, GA. CODE; and
- Yes ____ No ____ 3. Employs at least one full-time employee, or two part-time employees whose primary residence is within the geographic limits of Richmond County, Georgia or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is within the geographic limits of Richmond County, Georgia.
- (c) Nothing in this section shall be interpreted to mean that the Augusta, Georgia Administrator or Commission may decline to follow the provisions of O.C.G.A. §§ 36-91-1 through 36-91-95, Public Works Contracts. O.C.G.A. § 36-91-22 requires that all Augusta, Georgia public works contracts of one-hundred thousand dollars (\$100,000) or more, as defined therein, be publicly advertised before letting out the contract to the lowest bidder. Further, nothing in this section shall be interpreted to mean Augusta, Georgia Administrator or Board of Commissioners may decline to follow the provisions of the AUGUSTA, GA. CODE requiring public advertising before letting certain contracts.

Term. The certification as a local bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a local bidder. An eligible bidder must submit a new application for certification as a local bidder to the Procurement Director and establish that it continues to meet the requirements contained in subparagraph (e) (See Criteria above) of this section in order to receive a bid preference on eligible local projects. Please review the Augusta Code in its entirety at www.augustaga.gov.

Company Name _____ Address: _____ City: _____ State: _____ Zip: _____ Phone # _____ Email: _____ Owner's Name: _____ Owner's Signature: _____	Sworn to and subscribed before me this _____ day of _____, 20____ Notary Signature _____ Notary Public: _____ (Print Name) County: _____ State: _____ Commission Expires: _____ NOTARY SEAL
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Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, bidders, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder will not meet the MBE and WBE goals*).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154.Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bid number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program
535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406
mwbe@augustaga.gov

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

SECTION I
INFORMATION FOR BIDDERS

Augusta is seeking to secure a vendor to provide Janitorial Services for Various Locations. Your submittal should respond to, and be based on, the information included in this Invitation to Bid.

Bids will be received by the Augusta Commission, (hereinafter called the "Owner"), at the office of the Procurement Director, 535 Telfair Street, Suite 605, Augusta, GA until Monday, September 14, 2026 @ 11:00 a.m., and then, at said office, publicly opened and read aloud. Your bid must be submitted in a sealed package and labeled with bidder's name and the name of the project for "Bid Item #27-290 Janitorial Services for Various Locations" for Augusta, GA. You are required to submit one (1) marked unbound original and one (1) electronic copy of your bid.

The opening will be held publicly. Opening can be viewed via TEAMS Meeting ID: 220 543 044 422 896 - Passcode: RQ7Pr9cA

If the bid is forwarded by mail, or other second party delivery service, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

Andy Penick, Procurement Director
Augusta Procurement Department
535 Telfair Street – Suite 605
Augusta, Georgia 30901

Bid Packages may be obtained at the Augusta Procurement Department, at the address listed above. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

The Bid Package contains provisions required for the specifications. All bidders responding are cautioned to read this information carefully for understanding and request clarification from Augusta on any questions pertaining to this request.

All questions must be submitted in writing by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, August 31, 2026 @ 5:00 P.M. No bid will be accepted by email; all must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

All bids must be made on the required Bid Form. All blank spaces for bid prices must be filled in with ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all of the requested information may cause the bid to be rejected as non-responsive. An official authorized to bind the bidder to the terms and provisions of the bid must sign the bid form.

All interested bidders are required to meet Federal, State and Local laws and regulations.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidder.

After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done.

The party to whom the contract is awarded will be issued a Notice of Award. Should there be reasons why the Notice to Award cannot be issued the time may be extended by mutual agreement between the Owner and the Contractor.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and complete the work contemplated therein.

A conditional bid will not be accepted. Award will be made as a whole to one bidder.

The Owner reserves the right to consider bids or modification thereof received at any time before the award is made if such action is in the interest of the Owner.

Each bidder is responsible for reading and being thoroughly familiar with the specifications. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

The Owner will not be liable for any costs incurred by any bidder prior to receiving the Notice of Award.

SECTION II SCOPE OF SERVICES:

PURPOSE: The Augusta, Georgia Central Services Department, here after referred to as Owner, is seeking bids to perform janitorial services at the following locations:

1. Augusta Transit - Bus Operations and Maintenance Facility
2844 Regency Blvd, Augusta, GA 30904
Square footage 11,000
2. Housing and Community Development
510 Fenwick St, Augusta, GA 30901
Square Footage 19,000
3. Planning and Development
1803 Marvin Griffin Rd, Augusta, GA 30906
Square Footage 5,200
4. Records Retention Annex
1815 Marvin Griffin Rd, Augusta, GA 30906
Square Footage 3,500

Award will be made to the lowest most responsive bidder by location listed above. The department intent is to award by locations; however, their intent is not to award more than two (2) locations to a single bidder. Bidders may bid on multiple locations and may receive award for more than one (1) location. The products and services required are as detailed in this bid. All facilities have been cleaned on a regular basis and no initial cleaning will be required or allowed at an additional cost. In accordance to the Boma Standards / ISSA, level of cleaning is Class B.

The term of the award for services shall be for one (1) year to commence on January 1, 2027 and will expire on December 31, 2027 with an option to renew upon mutually agreeable terms for four (4) additional one (1) year term. Prices must remain the same.

If an award of contract is made as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this request. A draft contract is attached. (Exhibit E)

SECTION III PROGRAM SUMMARY

1. The successful Contractor shall be required to provide at a minimum the Janitorial Services outlined in the Janitorial Services Required Schedule (See Section IV) attached hereto, which shall be subject to review.
2. The successful Contractor shall be required to furnish all equipment, machinery, transportation, and other implements necessary to execute this Contract. This includes but is not limited to scrubbing machines, buffers, vacuum cleaners, carpet cleaners, dust mops, brooms, rags and brushes. A storage closet shall be provided to the contractor for storage of the contractor owned vacuum cleaners, brooms, mops and other cleaning materials at each facility.
3. The Contractor agrees to supply all janitorial materials necessary to perform the janitorial services. This includes but is not limited to floor finish, cleaning agents, trash liners, toilet tissue, all paper products, and hand soaps.
4. The Contractor will ensure there are sufficient personnel and equipment in order to execute the minimum requirements as set out in Section IV - Janitorial Services Required

Schedule.

The Contractor shall include the number of personnel which will be used to execute the janitorial service and the estimated time it will take to complete the janitorial service on a daily and weekly basis (See Exhibit I – Fee Proposal). The Owner expects the Contractor to secure all windows, doors, and check all security alarms to ensure proper engagement prior to leaving the premises. Violation of this responsibility shall lead to a minimum charge to CONTRACTOR'S account of one hundred dollars (\$100.00) per incident to be deducted from the CONTRACTOR'S payment for that month.

5. Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner.
6. Contractor shall maintain documentation that all employees are insured within the contractor's organization for liability to self and/or for damages to property.

SECTION IV JANITORIAL SERVICES REQUIRED SCHEDULE

Daily:

- Empty and remove all trash in all offices/rooms and replace wastebasket liners; trash is then to be taken to Courtesy Drop-off trash container.
- Empty and remove all recycling in all offices/rooms; recycling is then to be taken to Courtesy Drop-off recycling container.
- Dust all counters, desks, workstations (cubicles) only when free of all work materials
- Dust all ceiling vents, chairs, TVs, and other office furniture.
- Dust lobby furniture.
- Vacuum all carpeted areas; dust all windowsills, blinds, ledges, and other horizontal surfaces.
- Sweep all tile areas, to include stairwells if applicable.
- Clean all doorknobs with disinfectant solution.
- Spot clean doors, doorknobs, doorframes, and light switches.
- Clean all drinking fountains with disinfectant cleaner.
- Clean all doormats.
- Clean all lobby glass (entry doors, partitions, reception windows, etc.).

Restrooms Daily:

- The interior and exterior of toilet bowls and sinks shall be thoroughly washed with a commercial disinfectant including the rim leaving no discoloration, rust encrustations or water rings. Any hard water stains will be removed.
- Sanitary product receptacle will be emptied and disposed of with the trash.
- Paper towel, toilet paper, and soap dispensers will be checked daily to ensure they are at full capacity. (Contractor is required to supply all products)
- Mirrors will be cleaned and polished.
- Doors, doorknobs, doorframes, walls, and light switches will be spot cleaned.
- Floors will be swept then mopped with a disinfectant detergent.
- Counters, cabinet fronts, and partitions will be sprayed down with a disinfectant cleaner, and then wiped clean.
- Sinks will be cleaned and disinfected also, then dried and polished to a shine.

Break Room/Kitchen Daily:

- Sweep and mop floor with a disinfectant detergent.

- Tables, chairs, counters, cabinet fronts and sink will be cleaned with a disinfectant cleaner. (Any paperleft on the tables is to be thrown away).
- Faces of appliances and vending machines will be cleaned with a disinfectant cleaner.
- Microwave will be cleaned inside and out with a disinfectant cleaner.
- Clean coffee machine.
- Dust TV.
- Dust table, chairs, and all horizontal surfaces.
- Door, doorknob, doorframe, walls and light switches will be spot cleaned.
- Contractor in not responsible for cleaning out the refrigerator.

Weekly Services – One (1) day per week:

- Perform all high and low dusting.
- Dust artificial trees.
- Spot clean carpeting.
- Dust/Spot clean walls, wall hangings, and light fixtures.
- Detail vacuum between desks and edges.
- Clean all windows inside and outside (floor to ceiling).
- Clean all windowsills.

Monthly Services:

- Recommend when carpet needs cleaning (to be on separate contract).
- Recommend when tile or concrete floors need to be stripped, waxed & buffed (to be on a separatecontract).

SECTION V CONTRACTOR'S TASK

1. CONTRACTOR shall furnish all materials, equipment, machinery, transportation and other implements and cleaning materials necessary to execute this Contract. Janitorial Services shall be provided as outlined in SECTION III Program Summary.
2. The CONTRACTOR shall provide a list of all materials that will be used within each facility with bid submittals. The owner will approve all materials prior to the start date of this contract.
3. The CONTRACTOR shall provide a listing of all authorized employees working at each facility. In the event that the employee list changes the CONTRACTOR must provide updated changes to the owner within 72 hours. Only authorized personnel shall be allowed inside each facility.
4. The CONTRACTOR is to secure all windows, doors, and check all security alarms to ensure properengagement prior to leaving the premises. Violation of this responsibility shall lead to a minimum charge to CONTRACTOR'S account of one hundred dollars (\$100.00) per incident to be deducted from the CONTRACTOR'S payment for that month.
5. CONTRACTOR shall maintain documentation that all employees have been trained in appropriatesafety measures to ensure contractor employees are performing their work in a safe manner.
6. CONTRACTOR shall state previous Janitorial Services offered to businesses within the Augusta, Georgia area, current cleaning contracts being performed by the Contractor, the length of time that this business has been performing this service, the length of time employees who will execute the service have been employed by the service, and any

special qualifications those employees might have.

7. CONTRACTOR shall have a minimum of five (5) years previous experience in Janitorial Services.
8. CONTRACTOR shall include their responsibilities and relevant experience of the person(s) who will be actively engaged in the janitorial service. The CONTRACTOR shall provide a list of three (3) references of clients who are being provided the same or similar type services. The reference list shall include current clients which services have been provided within the past three (3) years and shall provide a contact person and telephone number. Augusta reserves the right to contact clients for reference checks.
9. All janitorial work shall be performed starting after 6:00 P.M. and completed before 5 A.M. Monday Through Friday of each week according to the agreed upon Janitorial Services Required Schedule. Complete carpet cleaning (extraction) for the entire facility as agreed upon in Janitorial Services Required Schedule shall be performed on Saturday and be performed in a timely fashion that will assure that the carpet will be dry before business hours on the following Monday morning.
10. Contractor shall be aware that security cameras will be in use on premises.

SECTION VI OWNER'S TASK

1. OWNER shall see that access to the building and janitorial closet is available and will issue pass codes and/or keys to the Contractor so that required janitorial duties may be performed.
2. The Contractor will be held accountable for the removable of any unauthorized item(s) from the OWNER. Contractor shall be aware that security cameras will be in use at all premises.
3. The Contractor will not allow employees to use, visit any equipment located at the OWNER location.

SECTION VII PAYMENT SCHEDULE

Payment for any contract entered into as a result of this request will be made as follows:

1. For payment due for basic services the Contractor shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Contractor's services as rendered.
2. The Contractor shall provide an invoice which provides detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.
3. shall be paid to Contractor within thirty (30) days contingent upon the following:
 - a. From date of receipt by the Owner of properly documented invoices for payment as determined by the Janitorial Services Required Schedule.
 - b. On the condition that the Contractor has accomplished the services to the satisfaction of each office.
 - c. There will be no disputes over invoices.

SECTION VIII SERVICE PERFORMANCE

Termination of Award:

Either Augusta or Contractor may terminate work under this award in the event the other party fails to perform in accordance with the specifications. Any party seeking to terminate this award is required to give a thirty (30) day prior written notice to the other party. The bidder shall be paid for any validated services under this award up to the time of termination. Shall be paid for any validated services under this award up to the time of termination.

Failure to Perform/ Breach of Contract:

In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the termination for cause. Provided, that Augusta shall provide written notice to the contractor of said non-performance or unsatisfactory performance or substantial non-compliance. Provided further, the contractor shall have five (5) days after such notice to cure said failure or non-compliance. Provided further, that a major violation of the contract specifications dealing with building security could result in immediate termination of this contract without the five (5) day notice requirement.

SECTION IX RESPONSE CONTENTS

All responses must be submitted on the enclosed bid form in the manner set forth in Section I – Information for Bidders

The Owner reserves the right to reject any and all responses and to waive any informalities as deemed to be in the best interest of the Owner and reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

SECTION X RECOMMENDATION OF AWARD

Contractor is to provide a lump sum price per location for the scope of work described above in accordance with the requirements included in this solicitation for each area.

The Owner reserves the right to consider bids or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

Bidder's past performance shall be taken into consideration in the evaluation and award of this solicitation.

EXHIBIT D – COST WORKSHEET

SECTION I. Bidder Information

Name of Bidder: _____

Address: _____ Zip: _____

Phone: _____ E-mail: _____

Date Established: _____

Names of Principal Owners: To includes specifics on Related Experience, and Qualifications of the bidder. (Attach additional sheets if more space is required).

1. _____

2. _____

References: three (3) references of clients who are being provided the same or similar type services. Include current clients which services have been provided within the past three (3) years and which shall provide a contact person and telephone number. The City of Augusta reserves the right to contact clients for reference checks.

1. _____

2. _____

3. _____

SECTION II. Pricing

The plan should include the number of personnel which will be used to execute the janitorial service, the time each day when personnel will report to perform the Janitorial Services, and the estimated time it will take to complete the janitorial service on a daily and weekly basis. Bid will be awarded per location to the lowest most responsible and responsive bidder meeting the specification requirements. Bid award is for two (2) years with an option to extend for 3 additional one (1) year terms.

Janitorial Services Fee for Years One (1) and Two (2)

1. Augusta Transit - Bus Operations and Maintenance Facility

Number of personnel to complete daily task	
Estimated time to complete daily task	
Number of personnel to complete weekly task	
Estimated Time to complete weekly task	
Monthly Lump Sum / Annual Lump Sum	\$ / \$
2 nd Year option to renew (Monthly / Annual Fee)	\$ / \$
3 rd Year option to renew (Monthly / Annual Fee)	\$ / \$
4 th Year option to renew (Monthly / Annual Fee)	\$ / \$
5 th Year option to renew (Monthly / Annual Fee)	\$ / \$

2. Housing and Community Development Facility

Number of personnel to complete daily task	
Estimated time to complete daily task	
Number of personnel to complete weekly task	
Estimated Time to complete weekly task	
Monthly Lump Sum / Annual Lump Sum	\$ / \$
2 nd Year option to renew (Monthly / Annual Fee)	\$ / \$
3 rd Year option to renew (Monthly / Annual Fee)	\$ / \$
4 th Year option to renew (Monthly / Annual Fee)	\$ / \$
5 th Year option to renew (Monthly / Annual Fee)	\$ / \$

3. Planning and Development Facility

Number of personnel to complete daily task	
Estimated time to complete daily task	
Number of personnel to complete weekly task	
Estimated Time to complete weekly task	
Monthly Lump Sum / Annual Lump Sum	\$ / \$
2 nd Year option to renew (Monthly / Annual Fee)	\$ / \$
3 rd Year option to renew (Monthly / Annual Fee)	\$ / \$
4 th Year option to renew (Monthly / Annual Fee)	\$ / \$
5 th Year option to renew (Monthly / Annual Fee)	\$ / \$

4. Records Retention Annex Facility

Number of personnel to complete daily task	
Estimated time to complete daily task	
Number of personnel to complete weekly task	
Estimated Time to complete weekly task	
Monthly Lump Sum / Annual Lump Sum	\$ / \$
2 nd Year option to renew (Monthly / Annual Fee)	\$ / \$
3 rd Year option to renew (Monthly / Annual Fee)	\$ / \$
4 th Year option to renew (Monthly / Annual Fee)	\$ / \$
5 th Year option to renew (Monthly / Annual Fee)	\$ / \$

Bidder Name and Signature:

Contact Name _____

Signature _____ Date: _____

EXHIBIT D – COST WORKSHEET MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Exhibit E

DRAFT
JANITORIAL SERVICES CONTRACT

THIS CONTRACT is entered into by and between Augusta, Georgia ("Augusta") and _____ ("Contractor").

PURPOSE: The purpose of this contract is to secure the services of the Contractor to provide janitorial services pursuant to Bid # 27-290 for the following locations:

Service Location	Location	Est. Sq. Feet

IN CONSIDERATION of the mutual promises and understandings contained in this contract, the Contractor and Augusta agree as follows:

1. **DESCRIPTION OF SERVICES TO BE PROVIDED:** In consideration of the compensation received under this contract, the Contractor will provide the janitorial services for Augusta described in the "Janitorial Services Required Schedule" which is attached and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE:**
 - a. The period of performance under this Contract shall being _____ 2027 to expire on December 31, 2027, unless sooner terminated or extended as provided herein.
 - b. Augusta reserves the right to extend this contract for additional four (4) one (1) year terms or portions thereof. Such contract extensions shall be subject to mutual agreement as to duration, modification of terms, and price adjustments. The Contractor shall respond within fifteen (15) calendar days following receipt of Augusta's request for extension.
3. **COMPENSATION:**
 - a. Amount: The Contractor's rate of compensation will be _____ (\$ _____) per year. Augusta shall pay the Contractor _____ (\$ _____) per calendar month, applicable taxes included, providing that the work is performed to standards and that all other conditions are met. If over usage of paper products occur, exceeding mutually agreed upon standard usage limits, the Contractor will submit for equitable adjustments in billing to cover these expenses. This will be the total compensation paid to the Contractor except for payments, if any, made under subparagraphs 3.b. and c. below.
 - b. Additional Services: Augusta may request the Contractor to provide additional services pursuant to Bid # 27-290, as supplemented, submitted by the Contractor.
 - c. Additions or Deletions: Augusta may, by written change notice, add or delete facilities, areas, or service requirements of this contract. Such changes shall be

negotiated on the basis of a prorated price consistent with the original price contained in the Contractor's response to ITB 27-290, assupplemented.

4. **PAYMENTS:** Upon satisfactory completion of all required services, payment shall be made upon receipt of monthly invoices submitted by the Contractor. Full payment to the Contractor will be made only after work is satisfactorily performed. Notwithstanding anything in the ITB or Contractor's Bid, Augusta shall have the right to withhold or deduct payments in the event of Contractor nonperformance. Payments will be considered timely if made by Augusta within 30 days of receipt of each such invoice.
 - a. Defective pricing: To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
5. Georgia Prompt Pay Act not applicable: The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act. **RIGHTS AND OBLIGATIONS:** All rights and obligations of the parties to this contract will be subject to and governed by the terms of this contract; Exhibit A, "General Terms and Conditions", and Exhibit B, "Janitorial Services Required Schedule", as referenced and hereby incorporated into this Contract.

In the event of inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Terms of this Contract; (b) Exhibit A, "General Terms and Conditions"; and (c) Exhibit B, "Janitorial Services Required Schedule".

6. **RESPONSIBILITIES:** The Contractor will adhere to janitorial specification schedule as responded. The Contractor shall converse on a monthly basis, with the Contract Administrator or her designee to ensure that Augusta is satisfied with the service level.
7. **SUPERVISION/EMPLOYEES:**
 - a. The Contractor will perform all work under this contract with his/her own employees and will assign a supervisor who will oversee the work performed under this contract and will have authority to represent the Contractor in dealing with Augusta. The name, address and telephone number of the supervisor will be furnished to Augusta.
 - b. All employees working under this Contract will be required to have had and passed background checks prior to working on this site. A copy will be provided to Augusta only if it includes a listing of a Felony conviction and the Contractor would like to employ the individual on this site. Augusta reserves the right to request copies of any and all background checks on employees or subcontractors.
 - c. All Subcontractors employed by the Contractor for work at this site must be approved by Augusta and are subject to background verification.
 - d. The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official state business.
 - e. The Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility exterior doors remain locked during his or her work hours and upon Contractor's departure from facility.
 - f. The Contractor will ensure that industry accepted safe practices are followed in performance of the work, including but not limited to, placing appropriate signage warning of wet or newly waxed floors. After each period of cleaning and other services, the areas shall be inspected for fire hazards, unnecessary lights shall be

turned off, and outside doors and windows closed and locked.

- g.** The Contractor hereby accepts responsibility for all key cards or keys issued to the Contractor. The Contractor also agrees that no duplicate key cards or keys will be made and the Contractor will be responsible for the return of any key cards or keys that may have been provided to the Contractor's employees who terminate employment with his company. Should the Contractor fail to return any of the key cards issued, the Contractor will be responsible for all costs associated with replacement of key cards up to and including reprogramming of system.
- h.** The Contractor shall prohibit small children from being on the premises during the time services are being performed.
- i.** By mutual agreement between Augusta and the Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs, who are incompetent, careless and/or insubordinate and do not exhibit proper dress and decorum expected in County owned facilities.

8. DRUG-FREE WORKPLACE: The Contractor hereby certifies as follows:

- a.** Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract; and
- b.** If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- c.** Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace program will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

9. HOURS OF WORK: Janitorial services shall be performed to completion between the hours of 6 p.m. and 5

a.m. Monday through Saturday of each week, unless otherwise specified herein or agreed upon. Services shall not be performed in office areas during office hours except by permission of Augusta. Upon request, a responsible representative of the Contractor shall be available during office hours for joint inspection of the premises, consultation and/or receipt of instructions.

10. EQUIPMENT AND SUPPLIES:

- a.** Unless otherwise specified herein, the Contractor shall provide supplies, including but not limited to, all soaps, paper products, cleaning agents and plastic trash bags as stated in ITB 27-290, Program Summary. Augusta will provide a janitorial closet for use by the Contractor.
- b.** The Contractor shall supply all necessary tools, equipment, waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies. Materials shall be first quality, shall give good service and shall give results satisfactory to Augusta.

11. INSURANCE: Contractor will obtain prior to commencing service delivery, at least the minimum insurance coverage as specified in Exhibit A. Said insurance is to be paid for and kept in force by the Contractor throughout the effective term of this Contract. Contractor is required to provide evidence of insurance coverage endorsed as specified herein to Augusta upon execution of this Contract.

12. NON-EXCLUSIVITY:

- a. Nothing contained in this contract shall be construed to limit in any way Augusta's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract under any terms and conditions, including, but not limited to any compensation, as Augusta may in its sole discretion deem appropriate.
- b. Nothing contained in this contract shall be construed to limit in any way the Contractor's right or ability to make its services available to the general public during the term of this contract or to enter contracts or other agreements with any other individual or entity.

13. COUNTERPARTS: This contract is to be executed in triplicate, and each shall be considered an original copy of this contract by each party for all purposes.

14. ENTIRE AGREEMENT: This contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

15. E-VERIFY: All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, company, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

16. LOCAL SMALL BUSINESS: In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10 129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local

small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

ACKNOWLEDGEMENT: "Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in triplicate, each of which shall be deemed an original on the date first above written.

OWNER:

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

As its: Mayor

ATTEST:

By: _____

Lena J. Bonner

As its: Clerk

(SEAL)

This _____ day of _____, 20__.

CONTRACTOR:

By: _____

Name: _____

(Please Print or Type)

Title: _____

Address: _____

ATTEST:

Name _____

(Please Print or Type)

Title _____

(SEAL)

This _____ day of _____, 20__.

Note: Attest for a Corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

Exhibit A

GENERAL TERMS AND CONDITIONS

1. **ADVANCE PAYMENTS PROHIBITED:** No payment in advance or in anticipation of services to be provided under this contract shall be made by Augusta.

a.) Prohibition against contingent fees: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
2. **ASSIGNMENT:** The Contractor shall neither assign this Contract nor any claim arising under this contract without the previous written consent of Augusta.
3. **CHANGES AND MODIFICATIONS:** Any change or modification to this contract must be in writing and signed by both parties.
4. **CONTRACTOR NOT EMPLOYEE OF AUGUSTA:** The Contractor and his or her employees or agents performing under this contract are not employees or agents of Augusta. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of Augusta by reason of this contract.
5. **FAILURE TO PERFORM/BREACH OF CONTRACT:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance. PROVIDED FURTHER, THAT A MAJOR VIOLATION OF THE CONTRACT SPECIFICATIONS DEALING WITH BUILDING SECURITY COULD RESULT IN IMMEDIATE TERMINATION OF THIS CONTRACT WITHOUT THE FIVE (5) DAY NOTICE REQUIREMENT.

a.) Specified excuses for delay or non-performance: Contractor is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.
6. **GOVERNING LAW:** This contract shall be construed and interpreted in accordance with the laws of the State of Georgia. The venue of any action brought hereunder shall be in the Superior Court of Richmond County.
7. **INDEMNIFICATION:** To the fullest extent of the Law, the Contractor shall protect, indemnify, and save Augusta, including its current and former trustees, officers, directors, employees, volunteer workers, agents, and assigns harmless from and against any claims, damage, cost or liability including but not limited to reasonable attorney fees, arising out of, or from its performance under this contract, for injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or

subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to Augusta property, equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to Augusta. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist in the absence of this contract.

8. **INDEPENDENT STATUS OF CONTRACTOR:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
9. **INSURANCE COVERAGE:** Contractor will obtain prior to commencing service delivery, at least the minimum insurance coverage as specified herein. Said insurance is to be paid for and kept in force by the Contractor throughout the effective term of this Contract. Contractor is required to provide evidence of insurance coverage endorsed as specified herein to Augusta upon execution of this Contract.
 - a. **General Liability:** Commercial General Liability or Comprehensive General Liability insurance on "occurrence" form, having a combined single limit coverage of not less than \$300,000, or more as may be required by Customer, and endorsed to include contractual liability, personal injury, completed operations, and broad form property damage liability, insuring Subcontractor against liability arising out of the business operations of Contractor and services(s) to be performed under this Contract. Contractor agrees that should aggregate limits of liability be reduced due to loss or claims, such aggregate limits will be restored to the minimum stated in the provision. The coverage's, provisions, and limitations of this policy will not limit liability of Contractor. If, in the reasonable opinion of Augusta the amount of liability coverage required is not adequate, or specific Customer requirements raise such limits, Contractor will increase said insurance limit as required by Customer or Augusta and provide evidence of such increased coverage to Augusta.
 - b. **Automobile Liability:** Combined single limit of not less than \$300,000, which will include owned motor vehicles, non-owned motor vehicles, and hired motor vehicles and will insure against death or injury to persons and property damage caused by Contractor in the course and scope of providing services.
 - c. **Worker's Compensation:** Worker's Compensation as required by the law of the state, and/or Employer's Liability insurance in an amount not less than \$100,000 for each state in which Contractor's employees will be engaged where required by law.
 - d. **Blanket Fidelity Bond:** Fidelity Bond against liability for theft in the amount of \$2,500 or higher, for any one theft.

All policies of insurance required under this paragraph will provide that they may not be canceled nor the coverage materially changed without thirty (30) days prior written notice to Augusta. The policies of insurance for General and Motor Vehicle Liability will name Augusta as additional insured will be and so state that it is primary and that Augusta will incur no liability.

10. **LICENSING, ACCREDITATION AND REGISTRATION:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.
11. **NONDISCRIMINATION:** During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies in the administration of this contract.
12. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS:** In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy in the administration of this contract, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with Augusta. The Contractor shall, however, be given a reasonable time in which to cure such noncompliance.
13. **OPEN RECORDS ACT:** Notwithstanding anything contained herein, the parties acknowledge that Augusta is required to comply with Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. The parties agree that a disclosure by Augusta pursuant to such Act shall not be a violation of the provisions of this Agreement.
14. **RECORDS, DOCUMENTS, AND REPORTS:** The Contractor will retain all books, records, documents, and other materials relevant to this contract for one year after completion of Contract and make them available at all reasonable times to inspection, review, or audit by personnel authorized by Augusta.
15. **SAFEGUARDING OF INFORMATION:** The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning Augusta for any purpose not directly connected with the administration of the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of Augusta.
16. **SEVERABILITY:** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared severable.
17. **SUBCONTRACTING:** The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from Augusta.
18. **TERMINATION - GENERAL:** This contract may be terminated, in whole or in part, without cause by Augusta upon thirty (30) days written notice. The Contractor shall be paid for any validated services under this contract up to the time of termination.
19. **TERMINATION FOR CAUSE:** Augusta may, by written notice, terminate this contract for cause, in whole or in part, for failure of the Contractor to perform its obligations under this contract, subject to the provisions of paragraph 5 above. In such event, the Contractor shall be liable for damages as authorized by law.
20. **TERMINATION PROCEDURE:** After receipt of notice of termination, and except as otherwise directed by Augusta, the Contractor shall:
 - a. Stop work under this contract on the date and to the extent specified in the notice;

- b. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of this contract as is not terminated;
- c. Complete performance of any part of this contract as shall not have been terminated by Augusta;
- d. Take all action as may be necessary, or as Augusta may direct, for the protection and preservation of property of Augusta which is in the possession of the Contractor.

Unless otherwise provided in this contract, Augusta shall pay to the Contractor the agreed upon price for services provided to Augusta prior to the effective date of termination, unless the termination is for cause, in which case Augusta shall determine the extent of liability. Augusta may withhold from any amounts due the Contractor for services such a sum as Augusta determines to be necessary to protect Augusta against potential loss or liability. The rights and remedies of Augusta provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

21. TREATMENT OF ASSETS:

- a. Title to all property furnished by Augusta shall remain in Augusta.
- b. Title to all property furnished by the Contractor shall remain in the Contractor.
- c. Any property of Augusta furnished to the Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.
- d. The Contractor shall be responsible for any loss or damage to property of Augusta (including all related expenses) which results from the act, omission, or negligence of the Contractor.
- e. Upon the loss or destruction of, or damage to, any Augusta property, the Contractor shall notify Augusta thereof and shall take all reasonable steps to protect the property from further damage.
- f. The Contractor shall surrender to Augusta all property of Augusta prior to settlement upon completion, termination, or cancellation of this contract.

22. WAIVER: Waiver of any breach of any provision of this contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Contracting Officer or her delegate and attached to the original contract.

23. Temporary suspension or delay of performance of contract: To the extent that it does not alter the scope of this agreement, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Contractor under this agreement.

Exhibit B

JANITORIAL SERVICES REQUIRED SCHEDULE

Daily:

- Empty and remove all trash in all offices/rooms and replace wastebasket liners; trash is then to be taken to Courtesy Drop-off trash container.
- Empty and remove all recycling in all offices/rooms; recycling is then to be taken to Courtesy Drop-off recycling container.
- Dust all counters, desks, workstations (cubicles) only when free of all work materials
- Dust all ceiling vents, chairs, TVs, and other office furniture.
- Dust lobby furniture.
- Vacuum all carpeted areas; dust all windowsills, blinds, ledges, and other horizontal surfaces.
- Sweep all tile areas, to include stairwells if applicable.
- Clean all doorknobs with disinfectant solution.
- Spot clean doors, doorknobs, doorframes, and light switches.
- Clean all drinking fountains with disinfectant cleaner.
- Clean all doormats.
- Clean all lobby glass (entry doors, partitions, reception windows, etc.).

Restrooms Daily:

- The interior and exterior of toilet bowls and sinks shall be thoroughly washed with a commercial disinfectant including the rim leaving no discoloration, rust encrustations or water rings. Any hard water stains will be removed.
- Sanitary product receptacle will be emptied and disposed of with the trash.
- Paper towel, toilet paper, and soap dispensers will be checked daily to ensure they are at full capacity. (Contractor is required to supply all products)
- Mirrors will be cleaned and polished.
- Doors, doorknobs, doorframes, walls, and light switches will be spot cleaned.
- Floors will be swept then mopped with a disinfectant detergent.
- Counters, cabinet fronts, and partitions will be sprayed down with a disinfectant cleaner, and then wiped clean.
- Sinks will be cleaned and disinfected also, then dried and polished to a shine.

Break Room/Kitchen Daily:

- Sweep and mop floor with a disinfectant detergent.
- Tables, chairs, counters, cabinet fronts and sink will be cleaned with a disinfectant cleaner. (Any paper left on the tables is to be thrown away).
- Faces of appliances and vending machines will be cleaned with a disinfectant cleaner.
- Microwave will be cleaned inside and out with a disinfectant cleaner.
- Clean coffee machine.
- Dust TV.
- Dust table, chairs, and all horizontal surfaces.
- Door, doorknob, doorframe, walls and light switches will be spot cleaned.
- Contractor is not responsible for cleaning out the refrigerator.

Weekly Services – One (1) day per week:

- Perform all high and low dusting.
- Dust artificial trees.

- Spot clean carpeting.
- Dust/Spot clean walls, wall hangings, and light fixtures.
- Detail vacuum between desks and edges.
- Clean all windows inside and outside (floor to ceiling).
- Clean all windowsills.

Monthly Services:

- Recommend when carpet needs cleaning (to be on separate contract).
- Recommend when tile or concrete floors need to be stripped, waxed & buffed (to be on a separate contract).

NO RESPONSE LETTER

Bid Item #27-290	Janitorial Services for Various Locations	Due: Monday, September 14, 2026 @ 11:00 a.m.
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To: Augusta, Georgia - Procurement Department

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

___ Unavailability of required resources

___ Prior commitments

___ Inadequate anticipated funding Level

___ Project Duration

___ Potential conflict of interest

___ Duplication of ongoing effort

___ Other (please explain)

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: ____/ ____/ 20____