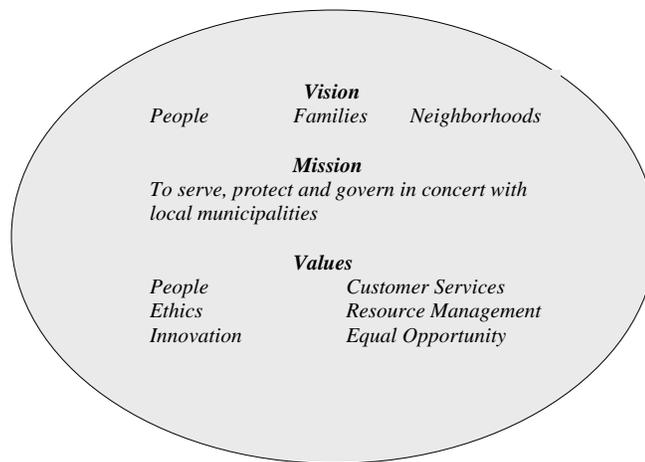




FULTON COUNTY



REQUEST FOR INVITATION TO BID NO. 10ITB99927YC-BL

JANITORIAL SERVICES FOR SENIOR CENTERS For General Services Department

BID DUE DATE AND TIME: June 23, 2010 at 11:00 A.M.

BID ISSUANCE DATE: May 25, 2010

PRE-BID CONFERENCE DATE: June 9, 2010 @ 11:00 AM

Last Day to Submit Questions: June 16, 2010 @ 5:00 PM

PURCHASING CONTACT: William E. Long, Jr. at (404) 612-5812

E-MAIL: william.long@fultoncountyga.gov

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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Sample Contract

**INVITATION TO BID
Bid 10ITB99927YC-BT
Janitorial Services for Senior Centers
FULTON COUNTY GOVERNMENT**

SECTION 1 -INSTRUCTIONS TO BIDDERS

Fulton County Government (“County”) invites sealed bids for Bid 10ITB99927-BL, Janitorial Services for Senior Centers.

1. GENERAL INFORMATION

- a. **Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.co.fulton.ga.us> under “Bid Opportunities”.
- b. **The Bid package consists of the following scope of work:**
To provide general janitorial cleaning for selected Fulton County facilities for the General Services Department. The successful bidder shall furnish all janitorial services and the labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities. Fulton County will accept original bid responses specifically tailored to solve our janitorial problems.
- c. The term “Bid Documents” denotes all contract documents, notices, instructions and letters issued by the County’s Purchasing Director in connection with this procurement.

Bid Contact: Information regarding the bid, either procedural or technical, may be obtained by contacting William E. Long, Jr., Assistant Purchasing Agent at (404) 612-5812 or e-mail william.long@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department
Attn: William E. Long, Jr., Assistant Purchasing
Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-5812
Fax: (404) 893-6421
Reference Bid # 10ITB99927YC-BT

2. **PRE-BID CONFERENCE**

Date: Wednesday, June 9, 2010

Time: 11:00 A.M.

Location: Fulton County Department of Purchasing and Contract Compliance
Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303

A pre-bid conference will be held on in the Fulton County Purchasing Department Bid Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, to discuss the specifications, and to respond to questions posed by bidders at this meeting. However, in order to obtain the county's official response to questions, questions must be submitted in writing to William E. Long, Jr., Chief Assistant Purchasing Agent, Department of Purchasing & Contract Compliance by Wednesday, **June 16, 2010**, no later than 5:00 pm, local time.

3. **SITE VISIT:**

Site visits are not mandatory; however vendors are encouraged to participate in a site visit tour. The Department of General Services will schedule site visits for vendors desiring to visit sites on their on.

4. **PREPARATION AND SUBMISSION OF BIDS**

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FOUR (4) PAPER COPIES** of their bid submittal. All blank spaces must be typed on hand written in **blue ink**. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's

authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:
 - 1. Bidder's Name/Company Name and Address.
 - 2. Bids shall be addressed to:

**Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459**

RE: 10ITB99927YC- BL, Janitorial Services for Senior Centers.

- 5. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
- 6. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request in writing to William E. Long, Jr., Assistant Purchasing Agent no later than 5:00 PM, **June 16, 2010**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

7. **REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Bid Schedule (*if applicable*)
3. **Bid Bond (Not Required to submit for this project)**
4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate
6. Non-Collusion Affidavit of Prime Bidder
7. Non-Collusion Affidavit of Subcontractor
8. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. **Commencement Term.**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2010, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2010. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or

supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms.

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2011 and shall end no later than the 31st day of December, 2011. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2012 and shall end no later than the 31st day of December, 2012. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination.

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms.

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this

Agreement shall be interpreted and implemented in a manner consistent with such statute.

9. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

10. BID AND CONTRACT SECURITY: NO BID BOND WILL BE REQUIRED, however, PERFORMANE and PAYMENT BONDS, IN THE AMOUNT OF 100% OF THE AWARDED AMOUNT WILL BE REQUIRED OF THE AWARDED VENDOR(S).

11. RIGHT TO REJECT BIDS: The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

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12. **APPLICABLE LAWS:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
 13. **EXAMINATION OF CONTRACT DOCUMENTS:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
 14. **TERMINATION:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
 15. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The bidder is required to sign the document and include it with its bid submission.
 16. **WAGE CLAUSE:** Pursuant to Fulton County Code section 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
 17. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
 18. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

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- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

19. NOTICE OF AWARD OF CONTRACT: As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and

equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

- 20. BASIS OF AWARD:** Bidders may bid on all Categories or any particular category. The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.
- 21. EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

22. JOINT VENTURE: Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT: Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

24. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

25. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.

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- (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- A. The Bid sheets included in this Invitation to Bid (“Bid”) must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- B. All signatures must be executed by person(s) having contracting authority for the Bidder.
- C. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- D. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- E. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County “No Contact Provision” policy outlined in S35 and in Section 00020, Invitation to Bid.

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- F. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
- G. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- H. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
- I. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- K. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
- L. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

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- M. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- N. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
- O. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
- P. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
- Q. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
- R. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.

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- S. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
- T. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
- U. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
- W. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
- X. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the

ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

- Y. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
- Z. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- AA. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
- BB. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- CC. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
- DD. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

-
- a. Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
- EE. In the evaluation of the Bids, any award will be subject to the Bid being:
- a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
- FF. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
- GG. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
- HH. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- II. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s

recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
- JJ. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
- KK. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

END OF SECTION

The following submittals shall be completed and submitted with each bid (see table below “Required Bid Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and five (5) complete copies of the Original Bid including all required documents.

Required Bid Submittal Check List		(√)
	Bid Form – submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
	Acknowledgement of each Addendum	
	Bid Bond (Not required to be submitted for this project)	
	Purchasing Forms Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Georgia Professional Licenses Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form	
7	References - The Bidder shall provide five (5) references from work done of similar nature to this bid.	

SECTION 2 – BID FORM

**Bid #10ITB99927YC-BT
Janitorial Services for Senior Centers**

Submitted _____, 20 .

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____

(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written 'Notice to Proceed" from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

SECTION 3 - PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Georgia Professional License Certifications – ***Not Applicable***
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Declaration of Employee-Number Categories
- Form G: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form H: Georgia Security and Immigration Subcontractor Affidavit

**FORM A: NON-COLLUSION AFFIDAVIT OF
BIDDER/OFFEROR**

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2010.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE
OF BID/PROPOSAL REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages ____ To ____ Inclusive, Including Addendum(s) ____ To ____, And/Or Appendices ____ To ____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name:

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type:

Professional License Number:

Expiration Date of License:

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an

offense related or associated fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2010

_____ (Date)
(Legal Name of Offeror)

_____ (Date)
(Signature of Authorized Representative)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

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2. Have you or any member of your firm or team to be assigned to this engagement been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team ever been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other Federal, State or Local Government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County.

Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project.

Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2010

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2010

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM F: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your company:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Company Name: _____

I certify that the above classification is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

**FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2010.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

**FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM H: GEORGIA SECURITY AND IMMIGRATION
SUBCONTRACTOR AFFIDAVIT**

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2010.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

SECTION 4 - CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE (_____),
Name

_____ Title _____ Firm Name
Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and 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; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____
ADDRESS _____
TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer ___ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is
my/our intent to

(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County’s Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder’s decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County’s Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No. _____

Project Name _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

City/State/Zip: _____

County: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

City/State/Zip: _____

County: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

City/State/Zip: _____

County: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL OFFICE:

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u> <u>Operation</u>	<u>Race</u>	<u>Sex</u>	<u>Financial</u> <u>Decisions</u>	<u>Supervision</u> <u>Field</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger’s Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ _____
 TOTAL AMOUNT REQUISITION TO DATE:\$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
 (Signature)

 (Printed Name)

**SECTION 5 - Insurance and Risk Management Provisions
General (NOC)**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer’s Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability Each Occurrence-	\$1,000,000
(Other than Products/Completed Operations)General Aggregate-	\$2,000,000

To include Designated Per Project/Location Endorsement #CG2503/CG2504

Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000

Fire Damage	Limits	-	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE			
Combined Single Limits			
Each Occurrence		-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)			
4. UMBRELLA LIABILITY			
(In excess of Auto, GL and Employers Liability)	Each Occurrence	-	\$2,000,000
5. FIDELITY BOND and CRIME			
(Employee Dishonesty	- Theft)	Each Occurrence	- \$100,000

Above to include 3rd Party Coverage

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

Fulton County Government – Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W.

Suite 1168
Atlanta, Georgia 30303-3459

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus; the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce

any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

SECTION 6 - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Description of Project:

To provide general janitorial cleaning for senior centers for the General Services Department.

Scope of Work Summary:

The work will be performed at the various County facilities listed and/except any added/deleted during the life of this contract. The successful bidder shall furnish all janitorial services and the labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities. Fulton County will accept original bid responses specifically tailored to solve our janitorial problems.

Georgia Criminal Investigation Checks (GCIC) must be conducted by the Contractor at Contractor's expense on all employees, including sub-contractors, assigned to clean County Facilities. National Crime Information Center (NCIC) checks must be conducted by the Contractor at the Contractor's expense on all employees and subcontractors hired to perform work in Group G facilities only. Said employees may be temporarily assigned to Group B facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance. The GCIC must be completed and forwarded to the Contract Administrator or designated County representative for review and approval prior to the start date of the contract. No employee may work at any Fulton County Facility prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employees on this contract.

All bidders shall bid on the required cleaning for each group on which they desire to bid. Note that not all services apply to all facilities (e.g. most facilities do not include a locker room). It is the bidder's responsibility to ensure that their bid for any facility has been calculated to include all appropriate services.

Bidders may also offer alternate bids for any location or group of locations. Any such alternate bid must clearly indicate the differences between it and the base bid with an explanation of why the bidder believes the alternate should be considered instead of (or in addition to) the base bid. Bidders may offer alternate pricing for award of multiple groups.

Successful bidder must be prepared to fully assume responsibilities of this contract and begin cleaning facilities within 30 days after notification of approval of award by the Fulton County Board of Commissioners. Employees assigned to clean Fulton County Facilities may not begin work prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Failure to adhere to this time line will be grounds for selection of the next qualified bidder to fulfill this contract.

It is highly recommended that bidders visit all facilities on which they are bidding before submitting a bid. Failure to make such a visit will not relieve bidder of the responsibility to: 1) submit a complete bid in proper form, or 2) properly clean a facility if awarded.

Any facilities which are added to or deleted from a cleaning group will be done so at the same price per square foot being charged for that group. Any additional facility which is added to the contract which does not reasonably belong to one of the existing groups will be added at a price per square foot which is mutually agreeable to both parties and within BOMA guidelines.

Any remarks or apparent errors in the specification or exceptions taken to the content of the specification must be clearly presented by the bidder as an attachment titled "Remarks and Exceptions". Failure to do so is an agreement by the bidder that they accept the terms and conditions of the specifications as written.

Definitions

BOMA Building Owners and Manger Association

Days - "Days" shall mean calendar days.

Daily – Required each day the facility is opened to the public. If required more than one time per day, indicate number of times. (e.g. "3 x Daily" or "3/Day" for three time each day)

GCIC- Georgia Criminal Investigation Checks

JCAHO Joint Commission on Accreditation of Health Care Organizations

Joint Review A committee consisting of executive management for both Fulton County and the Contractor, or any other members thereof who are empowered to make decisions on behalf of the County and Contractor.

Monthly: The task will be performed once each month. If required more than once per month (but less frequently than every week) indicate number of times per month. (e.g. "2 x Monthly" or "2/Month" if task is to be done twice a month.

Multi-term contracts - a contract executed for a specific period with the option to renew for additional periods of time.

BIDDER'S QUALIFICATIONS

Each bidder shall have a minimum of three (3) years demonstrable experience providing janitorial service for facilities of comparable usage and size.

The bidder shall provide a list of contracts held over a period of not less than three years, and at least one reference must be less than three (3) years old, showing that the bidder has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion.

The listing must include:

- A. The work performed, (indicate if being done as prime- or sub-contractor), number of facilities, total square footage for all facilities, highest and lowest square footage per unit within the group of facilities, length of contract, contract administrator, and telephone number.
- B. Names, addresses, and phone numbers of at least three (3) individuals who can verify the bidder's ability to perform work of this type and scope.
- C. .At least one reference must be less than three (3) years old, showing that the bidder has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion.

	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5
Name of Contact					
Contract Term from when to when					
Prime or Subcontractor					
Total Square Feet Cleaned					
Contract Administrator					
Telephone Number					
Email Address					

- D. Membership in any professional cleaning and/or certifying organization.
- E. Training and professional certification of key individuals who will be involved in the Fulton County contract.

The Successful Bidder will be required to provide the following before executing a final contract. THERE IS NO NEED TO PROVIDE WITH BID SUBMISSION.

BIDDER'S ORGANIZATION

- Each bidder shall demonstrate its ability to organize and manage janitorial projects at multiple sites.
- Each bidder shall graphically illustrate the position of the Account Executive for this contract in the overall corporate organization. The bidder shall include a current resume of the Account Executive, Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people.
- Each bidder shall show how corporate support is to be provided to the project.
- Each bidder shall graphically demonstrate the relationship between the Account Executive and the Project/Site Manager. Detailed attention must be placed on the authority of these officers to execute key decisions under normal, urgent, and emergency situations.
- The Account Executive and the Project/Site Manager shall be accessible to the Fulton County Contract Administrator(s) twenty-four (24) hours per day, seven days per week. The bidder must show how it intends to provide this accessibility and the required coverage. Project/Site Managers must be physically at the facilities during cleaning hours. If the assigned Project/Site Manager is out sick, on vacation, terminated, or otherwise unavailable, the Fulton County Contract Administrator must be notified immediately (within 24 hours) of who on site is in charge of operations.

TRAINING

- Bidder shall include a comprehensive training plan which includes at a minimum specific training each employee involved in this contract (including supervisory and management personnel) has already received.
- Specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.
- Include details of when and where such training is to be accomplished. Fulton County reserves the right to observe any such training.
- Description of how the effectiveness of the training is to be measured.

- Details of specific training each floor care technician assigned to this contract has already received and will receive equivalent to the Fulton County Floor Care Technician II.

KEY CONTROL AND SECURITY PLAN

- The bidders must include a plan showing how they will handle and control keys issued to them as well as electronic security codes made known to them under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. The successful bidder shall be responsible for all keys issued to them. The contracted vendor will replace all lost keys and broken keys at vendor's expense. In the event the loss of keys requires lock replacement, the cost of replacing locks will also be charged to the vendor. In facilities with electronic alarms systems, the contracted vendor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees. Employees must sign in and out with security in facilities where guards are in place. Security may inspect bags at any time.

PILFERAGE OF ITEMS AND VANDALISM

- Bidders must indicate how they plan to make sure that valuable items are not broken, abused or stolen. Failure to control pilferage and vandalism can be grounds for termination of this contract. Employees must have a background check completed prior to working on County property. The cost of replacing any items stolen or broken by vendor's employees will be charged to the vendor and vendor will reimburse / replace item to Fulton County within ten working days or payment will be subtracted from the next scheduled payment to the vendor by Fulton County.

QUALITY CONTROL PLAN

- The bidder must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Fulton County Maintenance Manager or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:
 - A. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.

- B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
- C. The bidder must include in the plan a suitable method for inspecting and recording infrequently performed services.
- D. The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.
- E. This plan should include a suitable way to inform the Fulton County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).
- F. The bidder must develop a checklist, key control report, quality control report, staff security sign-in sheet, training calendar, periodic schedule, completed projects calendar (See Appendices) acceptable to Fulton County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Fulton County Contract Administrator at the biweekly meetings with contractor. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.
- G. The bidder must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-contractors fail to provide service, or other problems arise.

Failure by the contractor to implement the approved plan and pursue it diligently from the commencement of the contract may be considered grounds for default.

DEFICIENCY REPORTING

- If a cleaning-related deficiency is noted by the County, the Building Maintenance Manager for the affected facility will notify the Contractor's Project Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Maintenance Manager will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.
- The Contractor's Project Manager shall provide a written response to the Maintenance Manager no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their

responses shall be discussed at the next regular meeting of the County's Building Services/Maintenance Manager and the Contractor's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report.

- When a deficiency in a "periodic service" will not be corrected within the time period stipulated by the Maintenance Manager, the Contractor must, within two working days, correct the deficiency. The Maintenance Manager will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.
 1. If deemed an acceptable corrective action and/or time frame by the Maintenance Manager, the Contractor shall submit a report when the corrective action has been completed.
 2. If the Maintenance Manager determines this response is unacceptable, the Maintenance Manager shall notify the County's Contract Administrator in writing. The Contract Administrator shall follow the steps in this bid document relating to non-performance.
- The Contractor will be allowed to redo a service upon notification. However, Fulton County reserves the right to consider any required repeat service as a failure to perform. The Fulton County Contract Administrator will determine when the level of service has progressed to an unsatisfactory level.

NON-PERFORMANCE

- If a deficiency is not properly addressed within the correction period given or if the same problem recurs, County will withhold a portion of the payment.
- Any decision to invoke the penalties delineated in this section will be made solely by the Greater Fulton or Central Fulton Area Managers or the Deputy Director of the General Services Department of Fulton County or a designated representative thereof.
- No monies, exceeding \$1,000.00, will be withheld without prior written notification to the Contractor by the Greater Fulton or Central Fulton Area Managers or the Deputy Director of the General Services Department of Fulton County.
- The bidder will be notified in writing of the intent by Fulton County to invoke a penalty. The bidder has three (3) working days to respond in writing to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification can be grounds for termination of the contract. The written response must include verification and documentation of the bidder's adherence to the QC Plan

and will be subject to evaluation and modification by General services to meet the County's needs.

PENALTIES FOR NON-PERFORMANCE

- The amount of any monies withheld will be based on the square footage of the portion of the facility which was not properly cleaned. Any area which has not been properly cleaned (even if it was partially cleaned) will be considered to be "not properly cleaned".
- If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage which has not been properly cleaned.
- The amount withheld shall be calculated daily beginning the day after the stipulated correction date.
- The amount withheld shall be the "cost per cleanable square foot per day" times the number of square feet affected by the deficiency times the number of days the deficiency continues to exist. The amount withheld shall be cumulative.
- Calculation of amount to be withheld shall continue until County's Contract Administrator certifies in writing that deficiency has been cured or until Contractor's Bonding Company has been notified to take appropriate action under the terms and conditions of the Contractor's Performance Bond.
- These factors will be recalculated for renewal years if bid price is different.
- Back charges---Corrective Actions by County or its' Designated Representative. If, under the provisions of this Contract, Contractor is notified by Maintenance Manager/County Representative to correct defective or nonconforming work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Maintenance Manager/County Representative may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and back charge Contractor for the costs incurred. Furthermore, if Maintenance Manager/County Representative agrees to or is required to perform work for Contractor, such as cleanup, off-loading or completion of incomplete work, Maintenance Manager/County Representative may, upon written notice, perform such work by the most expeditious means available and back charge Contractor for the costs incurred.

The cost of back charge work shall include: (1) Incurred labor costs including all payroll additives; (2) incurred net delivered material costs; (3) incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action; (4) equipment and tool rentals at prevailing rates in the Jobsite area; and

a factor of thirty-five percent (35%) applied to the total of items 1 through 4 mentioned above for overhead, supervision and administrative costs.

- If a day porter fails to show for all or part of a scheduled assignment, a deduction will be made at the hourly rate. If a County Employee/County Representative is utilized in their absence, then a deduction of their pay rate shall be made for appropriate back charges.
- Contractor's failure to properly perform "Daily" tasks will be penalized by withholding the appropriate amount of money from the relevant invoice along with the appropriate back charges. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good along with the appropriate back charges, if any.
- The safety and welfare of our citizens and the security of all facilities is a top priority throughout Fulton County. Therefore, it is essential that all contracted personnel receive a GCIC and be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. If a contracted employee, who has been issued a Fulton County ID, is found to not have the ID in their possession while working at a County facility, or bring relatives/unauthorized personnel in any County Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:

First Occurrence- Written warning; temporary removal from the building until the proper ID is retrieved, removal of unauthorized personnel, and \$25 fine assessed to the Contractor.

Second Occurrence- Written warning to Contractor requesting that the offender is not allowed to work on Fulton County property, and \$50 fine assessed to the Contractor. Also, County may exercise its option to offer the affected facility(s) to the next lowest bidder if it is considered to be in the best interest and safety of the County.

REMOVAL FOR CAUSE (SECTION 1, Instruction to Bidder, 14 Termination)

- If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.
- Any decision to invoke the penalties delineated in this section will be made solely by the Director/Deputy Director of the General Services Department of Fulton County, and may be based upon recommendations from the Area Managers for Greater Fulton, Central Fulton, and Building Services Manger.

- The County reserves the rights to contact Contractor's bonding company to have them take appropriate action under the terms and conditions of the Contractor's performance bond.
- In the event contract is terminated due to breach of this agreement, the County retains all rights to compensation from Contractor for any and all losses resulting from that breach of contract, to include back charges plus punitive damages.

SERVICE REQUIREMENTS

The following is a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the successful bidder. Bidders must show that they are capable of delivering services equal to or better than these minimum service levels. While the County has made every effort to cover all the requirements in the Cleaning Schedule, we cannot guarantee that all elements have been specified. In cases where this has not been done, BOMA and JCAHO standards will prevail.

1. PERSONNEL:

A. Employees:

1. Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of employees employed in accordance with established BOMA standards to adequately provide the proper cleaning services to meet contractual specifications, County has provided , in writing, the expected total of employees and/ or hours required to adequately clean the facilities and meet Fulton County standards. Failure by the Contractor to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.
2. **Safety Training and Education** – Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the

regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or to use poisons, caustics, and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Contractor will maintain MSDS at each location. Contractor will ensure that employees are trained on the building evacuation plan.

A formal training plan utilizing OSHA standards must be written and forwarded to the Contract Administrator. Written verification of past and future training sessions must also be submitted. The Contract Administrator must be notified of training in advance and may attend training sessions.

3. **Incident Reporting** – All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each incident report which the Contractor (or subcontractors at any level) submits to their insurance carriers in regard to incidents and accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the incident or accident occurred. Report of injury must be documented in accordance with OSHA standards, and a copy of the OSHA form 400 shall be immediately forwarded to the Contract Administrator.
4. **Protection** – The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or any subcontractor at any level working under this contract.

B. Supervision:

The Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the County or the designated County Representative. If proper supervision is not available, due to unforeseen acts or circumstances beyond contractor's control, the assigned employee(s) must be fully

conversant in English. **Supervisory employees must be fully conversant in English.**

2. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

1. Electrical power at existing outlets for the contractor to operate equipment necessary in the conduct of its work.
2. Hot and cold water as necessary,
3. Space within the building commensurate with the contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets, where available.

B. Furnished by the Contractor

1. The contractor shall furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein, and all substances must be used in accordance with manufacturer's recommendations. Once supplies are installed, they become the property of Fulton County. These supplies and materials shall be of a quality and type customarily utilized by other contractors engaged in the profession of providing janitorial services. No later than five days prior to the contract starting date, the contractor shall submit a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in the performance of the work. The Contract Administrator must approve the contractor's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on County property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing CAUTION or WARNING labels) have been furnished to the Contract Administrator. The Contractor shall use recycled products to the greatest extent possible.

Mandatory Chemicals

High phenol coefficient germicidal cleaner	
Degreaser / germicidal disinfectant	
Sanitizers	Furniture Polish
Germicides	Graffiti Remover
All Purpose Cleaners	Gum Remover
Glass Cleaners	Carpet Cleaner
Fabric Cleaners	Pool Surface Cleaner
Deodorizers	Hard Floor Cleaner

Hard Floor Finisher Hard Floor Stripper

2. The Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.
3. Any material being used which is not achieving desired results will be replaced with a more effective product.
4. All necessary cleaning equipment including power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within 72 hours. Propane driven equipment is banned.
5. All contracted personnel must be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. Penalties for Non-Performance; Para J, describes in detail the actions that will apply for non- compliance.

3. SERVICES REQUIRED

A. Restroom Cleaning:

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal , virucidal, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All

graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Contractor.

3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.
4. Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

B. Floors

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.
2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.
3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material and method suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.
5. **Floor Finishing:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.

6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited.
7. **Vacuumping:** Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extraction utilizing a method suitable for the type of carpet or rug; remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive fuzziness from the extract process. Dry cleaning methods should be employed whenever appropriate.
9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
10. **Stripping and Refinishing Hardwood/Laminate Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction, or after instruction from Fulton County manager. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
11. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

C. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall

include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.

2. **Low Dusting:** Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. **High Dusting:** Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.
5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.
6. **Metal Cleaning and Polishing:** Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance

(interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.

9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust and grime.

D. Waste Removal

1. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
2. **Recycling Program:** The successful bidder will work with Fulton County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The plan should include how the respondent will train employees on handling recyclable materials.

E. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas on a daily basis. Wash and steam clean all receptacles used in the collection of food remnants on a quarterly basis and away from food handling areas. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.

2. **Emptying and Cleaning Ashtrays and Urns:** Empty and clean all ashtrays and urns in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

F. Break Room Cleaning:

Empty all trash and waste receptacles in break room. Replace all waste can liners. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards. Clean sofas and couches with a suitable chemical. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers.

G. Special Areas

1. **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock:** Utilizing a high pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces. This applies to all County facilities that have a garage and/or loading dock (i.e. Government Center, Justice Center, Juvenile Court, Central Library, etc.).
2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
3. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.
4. **Fitness Center Cleaning:** The Fitness Center is considered clean when all areas are clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture. Fitness Center cleaning includes vacuuming,

sweeping, scrubbing and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, wash basins, shower stalls, mirrors and waste receptacles. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

5. **Pool Deck Cleaning:** Pool Deck is considered clean when all areas are clean and free of dirt, mold and mildew. All surfaces must be thoroughly cleaned and free from encrustation and excess water. All seats and cushions must be cleaned thoroughly and be free from mold and mildew. Pool deck cleaning will also include emptying and cleaning all trash receptacles, inserting new liners, wiping all reflectors and light panels, and cleaning all dressing rooms thoroughly. Return all bath towels and wash cloths to designated area. Periodic pressure washing must be done with chemicals prescribed and provided by Fulton County and/ or its designated representative.
6. **Kitchen Cleaning to include all Offices, Serving Lines, & Restrooms:** Kitchen is considered clean, with regard to this contract, when the floors, mats, walls and trash containers are free from dirt, grease, mold, dust, and mildew. All floors must be free from grease, dirt and mildew. Scrubbing will be required for floors, grout, baseboards and corners. Clean all drain pipes. All floor mats must be clean and free from excess moisture, dirt and mildew. All walls must be free from graffiti, mildew and mold. Refill all soap and paper towel dispensers. Clean exterior of all appliances. Clean all Kitchen Offices and Restrooms in accordance with existing standards described in the bid document.
7. **Medical Area Cleaning:** Contractor must wear gloves at all times while working within the medical area. At no time is the contractor to handle Medical Hazardous Waste. This waste must be handled by a separate medical waste management contractor through the site manager. All cleaning is to be done with a substance/germicide/disinfectant suitable for killing germs and disinfecting, and must be cleaned in accordance with JCAHO standards. All staff cleaning medical areas must be trained in proper use of Personal Protective Equipment and procedures associated with handling hazardous materials.
8. **Holding Cells:** Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold, and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks, and spots. This includes doors, doorframes, and molded seating areas. Window or glass

view areas will be cleaned and present clear, streak-free surfaces. Project / Site Manager will coordinate with Police Department and Contract Administrator to establish cleaning times.

9. **Courtrooms:** In addition to the normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted up, any debris removed, and all surfaces of bench and pad properly cleaned.

10. **Beauty Salon:** The Beauty Salon is considered clean when all areas are clean and free of dusts, spots, stains, rust, mold, encrustation and excess moisture. Beauty Salon cleaning includes vacuuming, sweeping, scrubbing, and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, shelves, wash basins and mirrors. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Beauty Salon cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

CLEANING SCHEDULE

Table A - General Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean waste receptacles and replace liners.	Daily
3	Remove refuse from sand urns and clean outside of containers.	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	Daily
5	Dust window sills and all other surfaces up to 70" high	Daily
6	Damp wipe all telephones and related equipment using antiseptic treated cloths.	Daily
7	Clean all janitorial closets.	Daily
8	Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 70" high.	Daily
9	Dust all surfaces between 70" and 144" high.	Weekly
10	Remove dirt and streaks from all surfaces between 70" and 144" high.	Weekly

11	Dust Venetian blinds.	Weekly
12	Remove debris & dust top of vending machines	Weekly
13	Moves recycle paper in wheeled containers to designated area (and returns empty containers to normal locations).	As Necessary
14	Vacuum upholstered furniture	Monthly
15	Clean Venetian blinds.	Yearly

Table B - Lavatory, Locker Room and Bath Room Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and all other trash receptacles, including sanitary napkin dispensers.	Daily
2	Clean waste receptacles/replace waste basket liners.	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures using high phenol coefficient germicidal cleaner (including showers).	Daily
4	Damp clean or polish and refill all dispensers.	Daily
5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers).	Daily
6	Clean & polish mirrors, bright work and enamel surfaces.	Daily
7	Clean walls and stall partitions (including showers).	Daily
8	Clean all baseboard and floor drain plates.	2 x per Month
9	Machine scrub all floors (including showers). Lift all mats and waffle mats inside and outside showers. Clean bottom of mats and floor under mats using high phenol coefficient germicidal cleaner.	Weekly
10	Vacuum all vents.	Quarterly
11	Clean and dust P-traps.	2 x per Year

Table C - Stairwell Cleaning Services to be Performed		Frequency of Service
1	Sweep stairwells for all facilities	Daily
2	Mop stairwells at all facilities.	Weekly

Table D - Floor Care Services to be Performed		Frequency of Service
1	Vacuum all carpeted areas including edges, corners, rugs and all floor matting.	Daily
2	Sweep and/or dust mop all non-carpeted areas.	Daily
3	Mop spillages in all non-carpeted areas.	Daily
4	Mop all non-carpeted areas	Daily
5	Spot clean all carpeted areas.	Daily
6	Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance.	2 x Weekly
7	Strip and refinish all hard flooring.	2 x Yearly
8	Scrub and re-coat all floors.	2 x Monthly
9	Shampoo and extract all carpeting	Quarterly

Table E - Window Cleaning Services To Be Performed		Frequency of Service
1	Clean all interior window sills and surfaces up to 70".	Daily
2	Clean all entrance glass doors and windows, interior and exterior surfaces	Daily
3	Clean all other interior and exterior glass doors and windows.	Quarterly

Table F - Exterior Cleaning To Be Performed		Frequency of Service
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Police and remove all debris and trash from entry ways, exterior grounds, parking lots and landscape areas.	Daily

Table G – Medical/Dental Office Cleaning Services to be Performed		Frequency of Service
1	Empty wastebaskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean all waste receptacles and replace liners	Daily

3	Dust office furniture and damp wipe or polish all desk tops where papers are cleared.	Daily
4	Dust window sills and other surfaces up to 70"	Daily
5	Damp wipe all telephones and related equipment using antiseptic treated cloth.	Daily
6	Remove dirt and streaks from doors, doorframes, walls, threshold plates, windows, partitions, brass and light switches.	Daily
7	Dust Venetian blinds	Daily
8	Vacuum all carpets including edges, corners, rugs and all floor coverings.	Daily
9	Vacuum upholstered furniture.	Monthly
10	Clean all light fixtures and vents.	Monthly
11	Clean Venetian blinds.	Yearly

Table H – Kitchen Cleaning Services to be Performed		Frequency of Service
1	Empty and clean all trash containers, taking contents to designated area. Replace all liners.	Daily
2	Clean exterior of aluminum recycle bins	Daily
3	Sweep and scrub all floors, grout, and baseboards using degreaser / germicidal disinfectant.	Daily
4	Clean all window sills, walls, doors, and telephones	Daily
5	Refill all soap and paper towel dispensers	Daily
6	Clean all floor mats with degreaser / germicidal disinfectant.	Daily
7	Clean all sinks, counter tops, dispensing machines, water fountains, & exterior of appliances	Daily
8	Clean all drain pipes	2 x Weekly
9	Clean all light fixtures and vents	Weekly

Table I – Pool Deck Cleaning Services to be Performed		Frequency of Service
1	Clean deck around pool with a suitable germicidal disinfectant.	Daily
2	Clean all seats and cushions with mold and mildew disinfectant and cleaner	Daily
3	Empty and clean all waste receptacles, replacing liners	Daily
4	Clean all ledges, walls, doors & glass.	Daily
5	Pick up all bath towels and wash cloths and return them to designated	Daily

	area.	
6	Clean all light fixtures and vents.	Monthly
7	Scrub Pool Deck utilizing approved chemicals	Monthly

Table J – Break-Room Cleaning Services to be Performed		Frequency of Service
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals.	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas.	Daily
6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2 x Weekly
8	Clean exterior of microwave oven, refrigerator & cupboards	2 x Weekly
9	Clean all light fixtures and vents	Monthly

Table K – Holding Cell Cleaning Services to be Performed		Frequency of Service
1	Clean with a suitable germicidal disinfectant and deodorize lavatory fixtures. Clean surfaces around toilets	Daily
2	Sweep and mop floors using high phenol coefficient germicidal cleaner	Daily
3	Clean and polish mirrors, bright work, enamel surfaces, and glass windows	Daily
4	Spot clean walls and remove graffiti	Daily
5	Clean all baseboards and floor drain plates	Weekly
6	Clean glass covering recessed light fixtures	Monthly

FACILITIES LIST

Fulton County reserves the right to modify this listing or the services required, at any time before, during or after the award of this package. Any modification to the list will be accompanied by a proportionate modification of the price based on the average price per cleanable square foot as awarded under this bid. Estimated square footage is listed for each facility. Gross square footage is defined for most buildings as the outside footprint of a building times the number of floors. Cleanable square footage is calculated from the gross square footage using a factor of 0.84, assuming that sixteen percent (16%) of a building consists of areas which are not accessible for cleaning. If errors in the square footage figures shown are discovered after bid opening, pricing for the group will prevail. It is strongly suggested that bidders verify square footage prior to submitting their bids.

**GROUP G
SENIOR CENTERS**

Building Name	Address	Total Sq Ft
1. H. J. C. Bowden	2885 Church Street 30349	34,652
2. Camp Truitt	4320 Hershel Road 30337	5,000
3. Dogwood	1953 Bankhead Hwy. NW 30318	7,155
4. H. G. Darnell	677 Fairburn Road 30331	33,000
5. Edgewood (Auburn)	300 Edgewood Avenue NE 30303	5,451
6. New Horizons	745 Orr Street 30314	7,000
7. Palmetto	Locke St & Turner Rd 30268	10,000
8. North Fulton (Warsaw)	1250 Warsaw Road 30076	11,102
9. Quality Living Services	4001 Danforth Road SW 30331	30,085
10. D. C. Benson	6500 Vernon Woods Road 30328	43,918
11. Helene S. Mills	515 John Wesley Dobbs 30312	34,000
12. Southeast	1650 Newton Circle SE 30312	7,660
13. Hapeville	Central Park Drive 30354	8,522
14. Camp Truitt 4-H Ed Ctr	4300 Herschel Drive 30337	5,000
15. New Beginnings	66 Brooks Drive, Fairburn, GA 30213	13,400
Total Gross Square Footage of Group G		255,945
Estimated Total Square Footage to be Cleaned		214,994

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility.

Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to

emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

END OF SECTION 6 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Remarks or Exceptions:

SECTION 7A - PERFORMANCE BOND REQUIREMENTS

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS [INSERT CONTRACTOR NAME] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the [NAME OF PROJECT], more particularly described in the Contract (herein called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION NO. 7A

SECTION 7B - PAYMENT BOND REQUIREMENTS

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____ of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION NO. 7B

SECTION 8 – QUALITY CONTROL REPORT



**General Services Department
Quality Control Report**

Environmental Inspection Form

Service Provider: _____

Facility Name /Address:

	Department/Section/Floor/Pool/Jail/Break Room/Other	Frequency of Service
	ENVIRONMENTAL INSPECTION FORM	
	Window Cleaning Services to be Performed	
1	Clean all interior windows sills and surfaces up to 70”	Daily
2	Clean all entrance glass doors windows, interior and exterior surfaces	Daily
	Exterior Cleaning Services to be Performed	
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Police and remove all debris and trash from empty ways, exterior grounds, parking lots and landscape areas	Daily
	General Cleaning Services to be Performed	
1	Empty waste baskets & other trash receptacles, taking contents to designated area	Daily
2	Clean waste receptacles and replace liners	Daily
3	Remove refuse from urns and clean outside of containers	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared	Daily
5	Dust windows sills and all other surfaces up to 70” high	Daily
6	Damp wipe all telephones and related equipment using antiseptic treated cloths	Daily
7	Clean all janitorial closets	Daily
8	Remove dirt and streaks from all surfaces: (including glass doors, frames, walls, brass threshold plates, Windows, partitions and light switches) up to 70” high	Daily
	Lavatory, Locker Room and Bath Cleaning to be Performed	
1	Empty waste baskets and all other trash receptacles, including sanitary napkins dispensers	Daily
2	Clean waste receptacles and replace liners	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures	Daily
	Using high phenol coefficient germicidal cleaner (including	

	showers)	
4	Damp clean or polish and refill all dispensers	Daily
5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers)	Daily
	Kitchen Cleaning Services to be Performed	
1	Empty and clean all trash containers, taking contents to designated area. Replace all liner	Daily
2	Clean exterior of recycle bins	Daily
3	Sweep and scrub all floors, grout, and baseboards using degreaser/germicidal disinfectant	Daily
4	Clean all window sills, walls, doors and telephones	Daily
5	Refill all soap and paper towel dispensers	Daily
6	Clean all floor mats with degreaser/germicidal disinfectant	Daily
7	Clean all sinks, counter tops, dispensing machines, water fountains, & exterior appliances	Daily
	Pool Deck Cleaning Services to be Performed	
1	Clean deck around pool with suitable germicidal disinfectant	Daily
2	Clean all seats and cushions with mold and mildew disinfectant and cleaner	Daily
3	Empty and clean all waste receptacles, replacing liners	Daily
4	Clean all ledges, walls, doors and glass	Daily
5	Pick up all bath towels and wash cloths and return them to designated area	Daily
	Break Room Cleaning Services to be Performed	
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fitting with suitable chemicals	Daily
3	Clean doors with suitable chemicals	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas	Daily
6	Refill all soap and paper towel dispensers	Daily
	Holding Cell Cleaning Services to be Performed	
1	Clean with a suitable germicidal disinfectant and deodorize lavatory fixtures. Clean surfaces around toilets	Daily
2	Sweep and mop all floors using high phenol coefficient germicidal cleaner	Daily
3	Clean and polish mirrors, bright work, enamels surfaces, and glass windows	Daily
4	Spot Clean all walls and remove graffiti	Daily

SECTION 9 - PRICING FORMS

This section should contain the appropriate schedules of pricing forms such as schedule of quantities and prices or schedule of unit and lump sum prices for this project.

PRICING SCHEDULE

There are three (3) pricing lines for each group. The first line is for an initial contract term of 12 months. The second and third line is for the two (2) one (1) year renewal options. "Annual \$ Amount" will always be twelve (12) times the "Monthly \$ Amount".

"\$/SqFt" is the annual (12 month) dollar amount divided by the number of cleanable square feet. "Additional Services/Hour" is not for day porters. That line is for emergency-type services, such as responding to a roof leak during periods when there is no company staff on-site (i.e., early morning or late evening hours or weekends. Provide repair and/or restoration of facilities and/or equipment owned by Fulton County that has suffered fire, storm, or water damage. Providing drying equipment (blower, industrial fan, air purifier, air scrubber, etc.) and manpower as requested. Cleaning / extracting all water from floors, wiping down all walls, all furniture, removing all trash, dirt, and debris which are directly related to the activity of cleaning, drying, repair and/or restoration.

Services provided in such circumstances will be requested by the Contract Administrator or designee, and will be charged to the contingency line in the contract. Adjustments will be made for changes in cleanable square footage (additions or subtractions) requested by the County.

"Premium Services/Hour" is for event coverage after normal hours of operation and weekends (Approximately 100 Events Per Year for each multipurpose facility). The bidder shall be responsible for the restocking of all paper products, soap dispensers, and the cleanliness of the rest rooms. The bidder shall clean the entire floor, lobby (sweep the floor, empty trash, remove debris, mop the floor, and clean the glass of any smudges, wipe down tables, and dust all flat surfaces with the supplies that are provided by the County for the purpose in which the cleaner is designed to be used for) Under no circumstance shall the bidder be allowed to use cleaning products not authorized by the County.

Bidders must place an entry in each block for each group they wish to bid on. Enter "No Bid" for any group bidder does not wish to be considered for.

BID PRICING SHEET

There are three (3) pricing lines for each group as follows:

- Original Term contract term (12 months)
- 1st Renewal term (12 months)
- 2nd and Final Renewal term (12 months)

\$/Sq. Ft. = The total bid dollar amount divided by the number of cleanable square feet.
Additional Services/Hours is for emergency type services, such as responding to a roof leak during periods when there is no company staff on-site (i.e. early morning or late evening hours or weekends).

Core operating hours are 8:30 a.m. to 5:30 p.m. Monday thru Friday. These locations require **Day Porter** support and night cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

BASIS OF AWARD:

There are three (3) area locations in the bid; South, Central and North. Bidders may be on all area locations or any individual area location.

**South Senior Centers
(Initial 12 Month Term)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HJC Bowden					
Cleanable Sq. Ft.	29,108	\$	\$		\$
Premium Event = 100 hours total				\$	\$
Camp Truitt					
Cleanable Sq. Ft.	4,200	\$	\$		\$
Palmetto					
Cleanable Sq. Ft.	8,400	\$	\$		\$
Quality Living Services					
Cleanable Sq. Ft.	25,272	\$	\$		\$
Hapeville					
Cleanable Sq. Ft.	7,159	\$	\$		\$
Camp Truitt 4-H Ed Ctr					
Cleanable Sq. Ft.	4,200	\$	\$		\$
New Beginnings					
Cleanable Sq. Ft.	11,256	\$	\$		\$
TOTALCOST					\$

**South Senior Centers
(Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016	\$	\$
Camp Truitt	5	251	1,255	\$	\$
Palmetto	5	251	1,255	\$	\$
Quality Living Services	8	251	2,008	\$	\$
Hapeville	5	251	1,255	\$	\$
New Beginnings	5	251	1,255	\$	\$
Total Cost Day Porters	44	251	11,044		\$

Total Cost for South Senior Centers- ORIGINAL TERM

Total Cost for Cleanable Sq Ft for South Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for South Senior Centers	\$
Total Annual Cost for South Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost South Centers, Porter and Premium Event = 100 hours total Services	\$

**South Senior Centers
(1st Renewal Term)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HJC Bowden					
Cleanable Sq. Ft.	29,108	\$	\$		\$
Premium Event = 100 hours total				\$	\$
Camp Truitt					
Cleanable Sq. Ft.	4,200	\$	\$		\$
Palmetto					
Cleanable Sq. Ft.	8,400	\$	\$		\$
Quality Living Services					
Cleanable Sq. Ft.	25,272	\$	\$		\$
Hapeville					
Cleanable Sq. Ft.	7,159	\$	\$		\$
Camp Truitt 4-H Ed Ctr					
Cleanable Sq. Ft.	4,200	\$	\$		\$
New Beginnings					
Cleanable Sq. Ft.	11,256	\$	\$		\$
TOTALCOST					\$

**South Senior Centers
(Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016	\$	\$
Camp Truitt	5	251	1,255	\$	\$
Palmetto	5	251	1,255	\$	\$
Quality Living Services	8	251	2,008	\$	\$
Hapeville	5	251	1,255	\$	\$
New Beginnings	5	251	1,255	\$	\$
Total Cost Day Porters	44	251	11,044		\$

Total Cost for South Senior Centers- 1st Renewal Term

Total Cost for Cleanable Sq Ft for South Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for South Senior Centers	\$
Total Annual Cost for South Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost South Centers, Porter and Premium Event = 100 hours total Services	\$

**South Senior Centers
(2nd Renewal Term)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HJC Bowden					
Cleanable Sq. Ft.	29,108	\$	\$		\$
Premium Event = 100 hours total				\$	\$
Camp Truitt					
Cleanable Sq. Ft.	4,200	\$	\$		\$
Palmetto					
Cleanable Sq. Ft.	8,400	\$	\$		\$
Quality Living Services					
Cleanable Sq. Ft.	25,272	\$	\$		\$
Hapeville					
Cleanable Sq. Ft.	7,159	\$	\$		\$
Camp Truitt 4-H Ed Ctr					
Cleanable Sq. Ft.	4,200	\$	\$		\$
New Beginnings					
Cleanable Sq. Ft.	11,256	\$	\$		\$
TOTALCOST					\$

**South Senior Centers
(Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016	\$	\$
Camp Truitt	5	251	1,255	\$	\$
Palmetto	5	251	1,255	\$	\$
Quality Living Services	8	251	2,008	\$	\$
Hapeville	5	251	1,255	\$	\$
New Beginnings	5	251	1,255	\$	\$
Total Cost Day Porters	44	251	11,044		\$

Total Cost for South Senior Centers- 2nd Renewal Term

Total Cost for Cleanable Sq Ft for South Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for South Senior Centers	\$
Total Annual Cost for South Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost South Centers, Porter and Premium Event = 100 hours total Services	\$

**Central Senior Centers
(Initial 12 Month Term)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Dogwood					
Cleanable Sq. Ft.	6,011	\$	\$		\$
Edgewood (Auburn)					
Cleanable Sq. Ft.	4,579	\$	\$		\$
New Horizons					
Cleanable Sq. Ft.	5,880	\$	\$		\$
Helene S. Mills					
Cleanable Sq. Ft.	28,560	\$	\$		\$
Premium Event = 100 hours total				\$	\$
Southeast					
Cleanable Sq. Ft.	6,435	\$	\$		\$
TOTALCOST					\$

**Central Senior Centers
(Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Dogwood	5	251	1,255	\$	\$
Edgewood/Auburn	5	251	1,255	\$	\$
New Horizons	5	251	1,255	\$	\$
Helene S. Mills	16	251	4,016	\$	\$
Southeast	5	251	1,255	\$	\$
Total Cost Day Porters	36	251	9,036		\$

Total Cost for Central Senior Centers- ORIGINAL TERM

Total Cost for Cleanable Sq Ft for Central Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for Central Senior Centers	\$
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost Central Centers, Porter and Premium Event = 100 hours total Services	\$

**Central Senior Centers
(1st Renewal Term)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Dogwood					
Cleanable Sq. Ft.	6,011	\$	\$		\$
Edgewood (Auburn)					
Cleanable Sq. Ft.	4,579	\$	\$		\$
New Horizons					
Cleanable Sq. Ft.	5,880	\$	\$		\$
Helene S. Mills					
Cleanable Sq. Ft.	28,560	\$	\$		\$
Premium Event = 100 hours total				\$	\$
Southeast					
Cleanable Sq. Ft.	6,435	\$	\$		\$
TOTALCOST					\$

**Central Senior Centers
(Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Dogwood	5	251	1,255	\$	\$
Edgewood/Auburn	5	251	1,255	\$	\$
New Horizons	5	251	1,255	\$	\$
Helene S. Mills	16	251	4,016	\$	\$
Southeast	5	251	1,255	\$	\$
Total Cost Day Porters	36	251	9,036		\$

Total Cost for Central Senior Centers- 1st Renewal Term

Total Cost for Cleanable Sq Ft for Central Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for Central Senior Centers	\$
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost Central Centers, Porter and Premium Event = 100 hours total Services	\$

**Central Senior Centers
(2nd Renewal Term)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Dogwood					
Cleanable Sq. Ft.	6,011	\$	\$		\$
Edgewood (Auburn)					
Cleanable Sq. Ft.	4,579	\$	\$		\$
New Horizons					
Cleanable Sq. Ft.	5,880	\$	\$		\$
Helene S. Mills					
Cleanable Sq. Ft.	28,560	\$	\$		\$
Premium Event = 100 hours total				\$	\$
Southeast					
Cleanable Sq. Ft.	6,435	\$	\$		\$
TOTALCOST					\$

**Central Senior Centers
(Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Dogwood	5	251	1,255	\$	\$
Edgewood/Auburn	5	251	1,255	\$	\$
New Horizons	5	251	1,255	\$	\$
Helene S. Mills	16	251	4,016	\$	\$
Southeast	5	251	1,255	\$	\$
Total Cost Day Porters	36	251	9,036		\$

Total Cost for Central Senior Centers- 2nd Renewal Term

Total Cost for Cleanable Sq Ft for Central Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for Central Senior Centers	\$
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost Central Centers, Porter and Premium Event = 100 hours total Services	\$

**North Senior Centers
(Initial 12 Month Term)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Cleanable Sq. Ft.	27,720	\$	\$		\$
Premium Event = 100 hours total				\$	\$
North Fulton (Warsaw)					
Cleanable Sq. Ft.	9,326	\$	\$		\$
DC Benson					
Cleanable Sq. Ft.	36,892	\$	\$		\$
Premium Event = 100 hours total				\$	\$
North Service Center					
Cleanable Sq. Ft.	53,821	\$	\$		\$
Parks & Recreation Bldg					
Cleanable Sq. Ft.	2,916	\$	\$		\$
Public Works Big Creek					
Cleanable Sq. Ft.	2,195	\$	\$		\$
Public Works Trailers					
Cleanable Sq. Ft.	5,651	\$	\$		\$
Charlie Brown Airport					
Cleanable Sq. Ft.	11,500	\$	\$		\$
TOTALCOST					\$

**North Senior Centers
(Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$	\$
North Fulton (Warsaw)	5	251	1,255	\$	\$
D.C. Benson	16	251	4,016	\$	\$
North Service Center	8	251	2,008	\$	\$
TOTAL for Day Porters	45	251	11,295		\$

Total Cost for North Senior Centers- ORIGINAL TERM

Total Cost for Cleanable Sq Ft for North Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for North Senior Centers	\$
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost North Centers, Porter and Premium Event = 100 hours total Services	\$

North Senior Centers
(1st Renewal Term)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Cleanable Sq. Ft.	27,720	\$	\$		\$
Premium Event = 100 hours total				\$	\$
North Fulton (Warsaw)					
Cleanable Sq. Ft.	9,326	\$	\$		\$
DC Benson					
Cleanable Sq. Ft.	36,892	\$	\$		\$
Premium Event = 100 hours total				\$	\$
North Service Center					
Cleanable Sq. Ft.	53,821	\$	\$		\$
Parks & Recreation Bldg					
Cleanable Sq. Ft.	2,916	\$	\$		\$
Public Works Big Creek					
Cleanable Sq. Ft.	2,195	\$	\$		\$
Public Works Trailers					
Cleanable Sq. Ft.	5,651	\$	\$		\$
Charlie Brown Airport					
Cleanable Sq. Ft.	11,500	\$	\$		\$
TOTALCOST					\$

North Senior Centers
(Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$	\$
North Fulton (Warsaw)	5	251	1,255	\$	\$
D.C. Benson	16	251	4,016	\$	\$
North Service Center	8	251	2,008	\$	\$
TOTAL for Day Porters	45	251	11,295		\$

Total Cost for North Senior Centers- 1st Renewal Term

Total Cost for Cleanable Sq Ft for North Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for North Senior Centers	\$
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost North Centers, Porter and Premium Event = 100 hours total Services	\$

**North Senior Centers
(2nd Renewal Term)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Cleanable Sq. Ft.	27,720	\$	\$		\$
Premium Event = 100 hours total				\$	\$
North Fulton (Warsaw)					
Cleanable Sq. Ft.	9,326	\$	\$		\$
DC Benson					
Cleanable Sq. Ft.	36,892	\$	\$		\$
Premium Event = 100 hours total				\$	\$
North Service Center					
Cleanable Sq. Ft.	53,821	\$	\$		\$
Parks & Recreation Bldg					
Cleanable Sq. Ft.	2,916	\$	\$		\$
Public Works Big Creek					
Cleanable Sq. Ft.	2,195	\$	\$		\$
Public Works Trailers					
Cleanable Sq. Ft.	5,651	\$	\$		\$
Charlie Brown Airport					
Cleanable Sq. Ft.	11,500	\$	\$		\$
TOTALCOST					\$

**North Senior Centers
(Day Porters)**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$	\$
North Fulton (Warsaw)	5	251	1,255	\$	\$
D.C. Benson	16	251	4,016	\$	\$
North Service Center	8	251	2,008	\$	\$
TOTAL for Day Porters	45	251	11,295		\$

Total Cost for North Senior Centers- 2nd Renewal Term

Total Cost for Cleanable Sq Ft for North Senior Centers (General Cleaning)	\$
Total Cost for Day Porter Services for North Senior Centers	\$
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$
Total Annual Cost North Centers, Porter and Premium Event = 100 hours total Services	\$

PRICING RE-CAP
10ITB99927YC-BL, JANITORIAL SERVICES FOR SENIOR CENTERS

	SOUTH	CENTRAL	NORTH
CLEANABLE SQ. FT.			
Initial Term	\$	\$	\$
1 st Renewal Term	\$	\$	\$
2 nd Renewal Term	\$	\$	\$
TOTAL ALL TERMS	\$	\$	\$
DAY PORTERS			
Initial Term	\$	\$	\$
1 st Renewal Term	\$	\$	\$
2 nd Renewal Term	\$	\$	\$
TOTAL ALL TERMS	\$	\$	\$
PREIUM EVENT	\$	\$	\$
Initial Term	\$	\$	\$
1 st Renewal Term	\$	\$	\$
2 nd Renewal Term	\$	\$	\$
TOTAL ALL TERMS	\$	\$	\$

**ATTACHMENT – Questions and Responses from previous Bid #10ITB72999YC-BT,
Janitorial Services for Senior Centers**

1. **Question:** Who is the incumbent cleaning company?

Response: A - Action.

2. **Question:** What is the annual amount of the current cleaning contract

Response: \$595,300.14 for buildings 1-15 on Group G Facility List. Buildings 16-20 are new buildings that were not part of the original contract. They are new facilities added to this solicitation. See initial awards chart on page 28.

3. **Question:** Please specify exactly what documents and information are required for the bid packet that is to be submitted to the county.

Response: Section 2-Bid Form, Purchasing Forms, Section 5- Contract Compliance Requirements, and Section 10- Pricing Forms

4. **Question:** Will we be expected to complete the night cleaning during specific hours? E.g. all cleaning must be performed between 5:00 p.m. and 10:00 p.m.

Response: All work must be completed before the next business day regular hours of operation.

5. **Question** Please give, as detailed as possible, all expectations of any Saturday and Sunday cleaning and the hours expected to work.

Response: According to Human Services Office of Aging Rental Agreement, normal rental activities occur after hours and are considered to be Friday, 6:00 p.m. -- 12:00 midnight or Saturday 2:00 p.m. – 12:00 a.m. midnight, or Sunday, 9:00 a.m. – 10:00 p.m.

6. **Question:** How much is the county currently paying the vendor(s) for janitorial services at these facilities?

Response: \$595,300.14 buildings 1-15 on Group G Facility List. Buildings 16-20 are new buildings that were not part of the original contract. They are new facilities added to this solicitation. See initial awards chart on page 28.

7. **Question** If we are using a certified check in lieu of the bid bond, are we required to submit the bid bond form and mark N/A?

Response: No Bid Bond will be required.

8. **Question** In light of the current economic environment, it is extremely costly for us to provide a 100% performance and payment bond. As our costs increase, we must pass that cost on to the county in the form of a higher bid. This will only increase the county's expenses. Would the county consider reducing the size of these bonds?

Response: The Performance and Payment Bonds must be in the amount of 100% of the contracted amount.

9. **Question** On page 5 under small letter a, 4th line down states, "All blank spaces must be typed on hand written in blue ink." Should that read, "All blank spaces must be typed or hand written in blue ink."?

Response: Yes

10. **Question:** Are there specifications for paper towels (e.g. multifold white) or other supplies?

Response:

Single 2-Ply Towels	C-Fold	Lotion-Sml-Soap
Jumbo Role Towels	Jumbo-2ply tissue	
Multi-Fold	Large Liners	

11. **Question** What are the sizes of trash liners that are currently used?

Response:

Small office trash cans – size 33 bag
Large trash cans in dining room – size 38 x 47
size 43 x 48 (black heavy duty bags)

12. **Question:** Since we will be required to provide all supplies, what is the average consumption rate per month of the paper & plastic goods?

Response:

Average Paper Products @ Six Centers
(Bowden/Darnell/Mills/Benson/4H/Palmetto)
\$769.00 (M-F)
\$242.00 (Weekend)
\$1011.00Total

13. **Question:** Page 76 under - A. Employees, 8th line down... "County has provided in writing the expected total of employees and/or hours required to adequately clean the facility and meet Fulton County standards." Please provide the specific location in the bid package where this information is located.

Response: County has not provided in writing the expected total of employees and/or hours required to adequately clean the facility and meet Fulton County standards."

14. **Question:** If the county requests additional cleaning beyond the scope of work, e.g. additional carpet cleaning, what is the determination of charges to the county?

Response: See Pp104. Additional services are for emergency-type services, such as responding to a roof leak during periods when there is no company staff on-site (i.e., early morning or late evening hours or weekends. Provide repair and/or restoration of facilities and/or equipment owned by Fulton County that has suffered fire, storm, or water damage. Providing drying equipment (blower, industrial fan, air purifier, air scrubber, etc.) and manpower as requested. Cleaning / extracting all water from floors, wiping down all walls, all furniture, removing all trash, dirt, and debris which are directly related to the activity of cleaning, drying, repair and/or restoration.

15. **Question:** Could you please provide me with the current incumbent pricing on the aforementioned solicitation number.

Response: See below on next page:

Inbox - Microsoft Outlook

748163-3893.pdf - Adobe Reader

File Edit View Document Tools Window Help

1 / 1 50% Find

(Initial Contract Term - 12 Months)

GROUP F- Other Offices (North) (Cleanable Square Feet)

Period	\$/SqFt*	Additional Svcs \$/Hr**	Monthly \$ Amount	Annual \$ Amount
12-Month Contract	2.4844	13.50	8083.78	97005.40

DAY PORTERS (Group G) (Senior Centers)

Period	\$/ Hour	Monthly \$ Amount	Annual \$ Amount
12-Month Contract	12.30	35,503.95	426,047.40

GROUP G - Senior Citizens Service Center (Cleanable Square Feet)

Period	\$/SqFt*	Additional Svcs \$/Hr**	Monthly \$ Amount	Annual \$ Amount
12-Month Contract	1.0883	13.50	1999.72	233,996.65

**Minimum Required Day Porter Service
Group G
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016	\$ 12.30	\$49,396.80 ✓
Camp Truitt	5	251	1,255	\$ 12.30	\$15,436.50 ✓
Dogwood	5	251	1,255	\$ 12.30	\$15,436.50 ✓
H.G. Darnell (Ward)	16	251	4,016	\$ 12.30	\$49,396.80 ✓
Edgewood/Auburn	5	251	1,255	\$ 12.30	\$15,436.50 ✓
South Fulton (Fairburn)	16	251	4,016	Temporarily closed 12.30	49,396.80
New Horizons	5	251	1,255	\$ 12.30	\$15,436.50 ✓
Palmetto	5	251	1,255	\$ 12.30	\$15,436.50 ✓
North Fulton (Warsaw)	5	251	1,255	\$ 12.30	\$15,436.50 ✓
QLS	8	251	2,008	\$ 12.30	\$24,727.35 ✓
D.C. Benson	16	251	4,016	\$ 12.30	\$49,396.80 ✓
Mills	16	251	4,016	\$ 12.30	\$49,396.80 ✓
Southeast	5	251	1,255	\$ 12.30	\$15,436.50 ✓
Hapeville	5	251	1,255	\$ 12.30	\$15,436.50 ✓
Camp Truitt 4-H Ed Ctr.	5	251	1,255	\$ 12.30	\$15,436.50 ✓
New Beginnings	5	251	1,255	\$ 12.30	\$15,436.50 ✓
TOTAL	128	251	14,638		\$16,049.45

TOTAL COST FOR INITIAL CONTRACT TERM: \$ 757,049.45

16. **Question:** Who are the incumbent cleaning companies?

Response: A-Action Incorporated.

17. **Question:** What is the annual amount of the current cleaning contract?

Response: \$595,300.14 buildings 1-15 on Group G Facility List. Buildings 16-20 are new buildings that were not part of the original contract. They are new facilities added to this solicitation. See initial awards chart on page 28.

18. **Question:** Is the form on page 68 regarding references a suggested format or is this what the county wants.

Response: What the county wants completed and returned with your bid package.

19. **Question:** Will the storage rooms available to us have locks on them?
- Response:** Yes, the closets will be secured.
20. **Question:** pg. 82 #11- Are there any cement floors presently in this condition?
- Response:** See pp.80 #11 'Cleaning and Sealing Cement Floors' in the 10ITB72999YC-BT.pdf document
21. **Question:** Should our bid for the "original 12 months" be for 12 actual months or only 6 months since this original contract period will only be for 6 months?
- Response:** 12 actual months
22. **Question:** Are there dumpsters at each facility?
- Response:** Not at all locations
23. **Question:** Certainly there are tasks that can only be performed by the night cleaners. Is there a specific breakdown of tasks expected of the day porters vs. the night cleaners?
- Response:** Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.
24. **Question:** Please give county allowances for submitting a bid package on a CD-ROM as discussed in the bid meeting.
- Response:** **This statement/question does not make sense. The bidder is responsible for all expenses (cost) associated or producing their bid.**
25. **Question:** At the bid meeting, we were told that more buildings were being added to this RFP. When will that information be available?
26. **Question:** What additional hours have been added for special events at all facilities?
- Response:** 100 events per year X 1.00 Hour for the four multipurpose facilities only.
27. **Question:** At the pre-bid meeting, it was stated that a new bid document or addendum will be added. Is that correct?
- Response:** Yes

28. Question: Other than the Senior Centers what other facilities have been or will be added? Will an addenda be added to the website for additional facilities?

Response: Various Department facilities in North Fulton and South Fulton. An addenda will be added to the website.

29. Question: Per page 104 in regards to Premium Services/Hours (highlighted below); is it 100 events per facility or 100 hours per facility? Please clarify.

Response:

“Premium Services/Hour” is for event coverage after normal hours of operation and weekends

(Approximately 100 Events Per Year for each multipurpose facility). The bidder shall be

responsible for the restocking of all paper products, soap dispensers, and the cleanliness of the

rest rooms. The bidder shall clean the entire floor, lobby (sweep the floor, empty trash, remove

debris, mop the floor, and clean the glass of any smudges, wipe down tables, and dust all flat

surfaces with the supplies that are provided by the County for the purpose in which the cleaner

is designed to be used for) Under no circumstance shall the bidder be allowed to use cleaning products not authorized by the County.

Response: 100 Events. The price per premium event hour is available in the pricing matrix.

30. Question: Who supplies the paper products, soap, cleaning solution, etc for these events referred above? The contractor, General Services, Human Services, or the rental party?

Response: According to the ITB specifications as stated in question #4above, premium event hours includes restoring all paper products, supplies, etc. from the vendor.

31. Question: Are the above mention events Fulton County sponsored events or rental party events?

Response: Both

General Information:

The Human Services Department, Office of Aging maintains that its Senior Multipurpose Facilities are public and, as such, may be used by the public after general operating hours. When there is an interest in public use after hours, a fee for use will apply. After hours is considered to be Friday, 6:00 p.m. -- 12:00 midnight or Saturday 2:00 p.m. -- 12:00 a.m. midnight, or Sunday, 9:00 a.m. -- 10:00p.m.

Generally, a senior multipurpose facility offers dining halls as rental facilities. Locations:

Dorothy C. Benson Senior Multipurpose Complex (Building B only)
6500 Vernon Woods Drive,
Sandy Springs, Georgia 30328
404-705-4900 404-843-7362 (fax)

H.J.C. Bowden Senior Multipurpose Facility
2885 Church Street, East Point, Georgia 30344
404-762-4821
404-762-4829 (fax)

Harriett G. Darnell Senior Multipurpose Facility
677 Fairburn Road, NW, Atlanta, Georgia 30331
404-699-8580 404-505-3867 (fax)

Helene S. Mills Senior Multipurpose Facility
515 John Wesley Dobbs
Atlanta, Georgia 30312
404-523-3355
404-523-3356
404-893-0765 fax

32. **Question:** Who is responsible for the sitting up and breaking down of tables, chairs, etc referencing these events?

Response:

Dining Halls: Most Dining Halls feature adjustable tables, a stage area, stage storage area, off-stage storage area, podium, adjustable lighting throughout hall as well as on stage, a mounted (projector) screen on stage and some sound equipment (if notified in advance of request). Use of the piano may or may not be included in the rental agreement; the piano may not be moved from its original location. Check with facility for specific features and equipment use.

Furniture: Any movement of furniture shall be subject to approval; **a floor plan must be provided if furniture is to be moved**; and, all furniture must be returned to its original place. Furniture may be moved, but not removed from the Dining Hall.

Kitchen: Most facilities offer a catering kitchen for use by professional catering companies. The caterer(s) /renter(s) are responsible for clean up of the kitchen after the event, including ovens, small capacity ice machine, refrigerators, counter tops, floors, etc. Also, caterer(s)/renter(s) are to ensure all trash receptacles are emptied into the facility dumpster.

Availability: The Multipurpose facilities are available for special events after normal business hours, **Friday, 6:00 p.m. -- 12:00 a.m., midnight** or **Saturday 2:00 p.m. -- 12:00 a.m., midnight** or **Sunday, 9:00 a.m. -- 10:00 p.m..** Availability is on a first-come, first serve basis; multiple rentals (more than two rental requests per month) are subject to review based on facility demands. An increase in demand requires that organizations/individuals may request no more than two rentals per month for a six-month period of time (January – June & July – December). Fulton County business takes precedence over private use.

Rental Rates: Rates are for not more than 8-hour periods of time between the hours of 6 p.m. – 12:00 midnight on Friday or 9:00 a.m. – 12:00 midnight on Saturday or 2:00 p.m. – 12:00 midnight on Sunday (as established in the rental request form) and must include set up and break down time; there will be a \$32.00 an hour charge for each hour of use exceeding the initial 8-hour period of time, **but not to exceed midnight.** Provided in the fee are: a **security guard** for the duration of the **rental**; an **Event Coordinator** for the duration of the **event**; and, porter staff for light clean-up duty after the event.

Room/Furniture set up and break down are the responsibility of the renter. Rooms must be restored to original set up. Garbage must be placed in bags and disposed of in the facility dumpster. _____ (initials). The parking lot and surrounding grounds must be kept in original condition.

33. **Question:** Who is responsible for cleaning the kitchen area in reference to the events mentioned above? The contractor, the rental party, caterer, Human Services, etc?

Response: A catering kitchen is available except at the HJC Bowden Senior Multipurpose Facility. The catering kitchen must be cleaned and restored to its original condition after use, including ovens, refrigerators, etc. The Human Services Department will not be responsible for any lost or stolen supplies or equipment used by the caterer.

FACILITIES LIST

Fulton County reserves the right to modify this listing or the services required, at any time before, during or after the award of this package. Any modification to the list will be accompanied by a proportionate modification of the price based on the average price per cleanable square foot as awarded under this bid. Estimated square footage is listed for each facility. Gross square footage is defined for most buildings as the outside footprint of a building times the number of floors. Cleanable square footage is calculated from the gross square footage using a factor of 0.84, assuming that sixteen percent (16%) of a building consists of areas which are not accessible for cleaning. If errors in the square footage figures shown are discovered after bid opening, pricing for the group will prevail. It is strongly suggested that bidders verify square footage prior to submitting their bids.

GROUP G SENIOR CENTERS

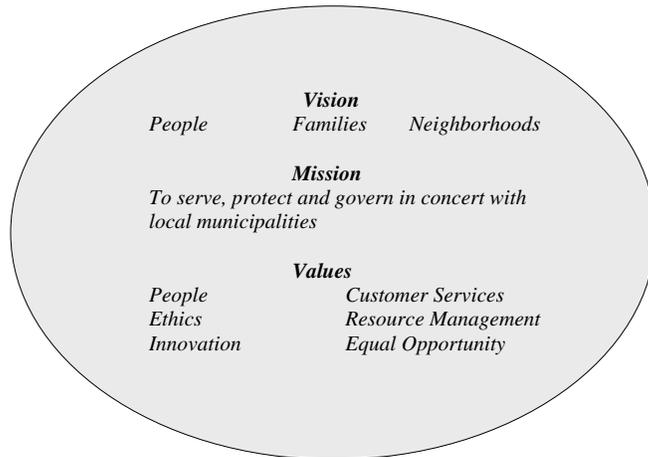
Building Name	Address	Total Sq Ft
1. H. J. C. Bowden	2885 Church Street 30349	34,652
2. Camp Truitt	4320 Hershel Road 30337	5,000
3. Dogwood	1953 Bankhead Hwy. NW 30318	7,155
4. H. G. Darnell	677 Fairburn Road 30331	33,000
5. Edgewood (Auburn)	300 Edgewood Avenue NE 30303	5,451
6. New Horizons	745 Orr Street 30314	7,000
7. Palmetto	Locke St & Turner Rd 30268	10,000
8. North Fulton (Warsaw)	1250 Warsaw Road 30076	11,102
9. Quality Living Services	4001 Danforth Road SW 30331	30,085
10. D. C. Benson	6500 Vernon Woods Road 30328	43,918
11. Helene S. Mills	515 John Wesley Dobbs 30312	34,000
12. Southeast	1650 Newton Circle SE 30312	7,660
13. Hapeville	Central Park Drive 30354	8,522
14. Camp Truitt 4-H Ed Ctr	4300 Herschel Drive 30337	5,000
15. New Beginnings	66 Brooks Drive, Fairburn, GA 30213	13,400
16. North Service Center	7741 Roswell Road, Sandy Springs, GA 30350	64,072
17. Parks & Recreation Bldg	11655 Maxwell Rd., Alpharetta, GA 30009	3,471
18. Public Works Big Creek	1030 Marietta Pkwy	2,613
19. Public Works Trailers	11575 Maxwell Rd., Alpharetta, GA 30009	6,727
20. Transportation-Charlie Brown Airport	3929 Aviation Circle, Bldg A, Atlanta, GA 30036	13,690
Total Gross Square Footage of Group G		346,518
Estimated Total Square Footage to be Cleaned		291,076

**SAMPLE CONTRACT – DO NOT RETURN
WITH BID SUBMITTAL**



FULTON COUNTY

SAMPLE CONTRACT



CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

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CONTRACT AGREEMENT

Contractor: *[Insert Contractor Name]*
Contract No.: *[Insert Project Number and Title]*
Address: *[Insert Contractor Address]*
City, State
Telephone: *[Insert Contractor telephone #]*
Email: *[Insert Consultant Email]*
Contact: *[Insert Contractor Contact Name]*
[Insert Contractor Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **[Insert Contractor Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as “**Contractor**”.

WITNESSETH

WHEREAS, County through its *[Insert User Department Name]* hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to perform *[Insert project description/services to be provided]*, hereinafter, referred to as the “**Project**”.

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Scope of Work
- V. Exhibit C: Compensation;
- VI. Exhibit D: Purchasing Forms;
- VII. Exhibit E: Contract Compliance Forms;

- VIII. Exhibit F: Insurance and Risk Management Form;
- IX. Exhibit G: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Contractor agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Services.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.

The total contract amount for the Project shall not exceed *[Insert amount approved by BOC]*, which is full payment for a complete scope of services.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the **[Insert user department name]** designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the **[Insert user department name]** designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified

time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages,

liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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 maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. PROHIBITED INTEREST

Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements

(hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: ***[Insert User Department Representative for project]***

With a copy to:

Fulton County Department of Purchasing & Contract Compliance

Purchasing Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Jerome Noble

Notices to Contractor shall be addressed as follows:

[Insert Contractor Representative for project]

[Insert Contractor Address]

Telephone:

Facsimile:

Attention: **[Insert Contractor Representative for project]**

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the **Fulton County Superior Courts**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy,

accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 34. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S.

mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Contractor shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 35. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 36. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 37. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 38. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

[Insert Contractor COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: “Fulton County Purchasing & Contract Compliance Department Request For Proposal (RFP) General Requirements”.

EXHIBIT B

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Contractor behind this cover sheet.

EXHIBIT C

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Contractor (payment to contractor providing service) behind this cover sheet.

EXHIBIT D

PURCHASING FORMS

Instructions for Users: Insert the Purchasing forms submitted by the Contractor. Please contact Purchasing to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT E

CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Contractor. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT F

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Contractor:

1. Certificate of Insurance

EXHIBIT G

PAYMENT & PERFORMANCE BONDS

Instructions for Users: The following information should be inserted after you have received submittals from the Contractor.

**Attachment - Questions and Responses from
previous Bid #10ITB72999YC-BT, Janitorial
Services for Senior Centers**

