



FULTON COUNTY

VISION

People Families Neighborhoods

MISSION

To serve, protect and govern in concert with local municipalities

VALUES

People

Customer Service

Ethics

Resource Management

Innovation Equal

Opportunity

Invitation to Bid

**05ITB43904YA
PEST CONTROL SERVICES
FOR
FULTON COUNTY FACILITIES
GENERAL SERVICES DEPARTMENT**

**BID DUE TIME AND DATE 11:00 A.M. THURSDAY MAY 26, 2005
MANDATORY PRE-BID CONFERENCE AND SITE VISIT
WEDNESDAY MAY 11, 2005 @ 9:30 A.M. FULTON COUNTY JAIL COMPLEX
LOCATED AT 901 RICE ST. ATLANTA, GA 30318
PROCEDURAL CONTACT: ALONZO ARNOLD at 404-730-4215
Alonzo.arnold@co.fulton.ga.us**

NOTE TO VENDOR:

PLEASE RESPOND TO THE ATTACHED BID. EVEN IF YOUR COMPANY'S RESPONSE IS A NO-BID.

COMPLETION OF THIS FORM IS NOT REQUIRED. IT IS OPTIONAL. WE ARE VERY INTERESTED IN ENSURING THAT OUR BIDS ARE NON-RESTRICTIVE AND THAT NO BIDDER IS ELIMINATED ARBITRARILY. IT IS THE COUNTY'S INTENT TO ABOLISH ANY AND ALL BARRIERS TO ITS PROCUREMENT PROCESS WHICH PREVENTS INTERESTED AND QUALIFIED BIDDERS FROM PARTICIPATING.

SHOULD YOU RESPOND WITH A NO-BID, PLEASE EXPLAIN WHY.

EXAMPLES ARE:

(1) OUR COMPANY CANNOT MEET THESE SPECIFICATIONS BECAUSE YOU REQUIRE:

(2) OUR COMPANY CAN NOT COMPETITIVELY BID ON THIS PRODUCT OR SERVICE BECAUSE:

(3) OTHER:

YOUR RESPONSE WILL BE GIVEN CAREFUL CONSIDERATION AND INCLUDED IN THE BID FILE WITH OTHER VENDOR COMMENTS. IF IT APPEARS, FROM THE FEEDBACK RECEIVED, THAT THE SPECIFICATIONS ARE RESTRICTIVE YOUR INPUT WILL HELP THE COUNTY MAKE THE NECESSARY CHANGES SO THAT A GREATER NUMBER OF INTERESTED BIDDERS ARE INCLUDED, YOUR INPUT IS NEEDED, IT WILL MAKE A DIFFERENCE!

REQUEST FOR BID

DESCRIPTION: Pest Control Services for Fulton County Facilities-FY2005

The Fulton County Purchasing Department is soliciting bids from qualified vendors to provide Pest Control Services for the Fulton County facilities listed below for twelve (12) consecutive months from date of award for the General Services Department.

- | | |
|--|---------------|
| 1. Fulton County Jail Complex: | (Section I) |
| 2. Fulton County Fire Stations: | (Section II) |
| 3. Fulton County Health & Wellness Department: | (Section III) |
| 4. Fulton County Sites North of I-285: | (Section IV) |

The successful vendor will offer services with certified (State Licensed) Technicians using environmentally safe/approved chemicals. Background checks must be conducted by the Fulton County Sheriff's Department on all employees assigned to treat the Jail. Persons with convictions and charges/convictions related to violent offenses, drug use or larceny related offenses shall not be employees on this contract. All service personnel will be accompanied by an escort officer at all times. Service personnel attempting to bring contraband into the facility will be arrested. **The Fulton County Jail reserves the right to exclude anything or anyone from the facility.**

The successful vendor shall furnish all services, labor, materials, and equipment required to provide the highest quality service for these facilities. The successful vendor will be expected to provide service at a flat rate per month.

Vendor(s) shall submit an original and two (2) copies of bid package.

POINT OF CONTACT

Technical and procedural information about these specifications can be obtained from the Purchasing Department contact Alonzo Arnold at (404) 730-4215.

INSURANCE AND RISK MANAGEMENT PROVISIONS

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 Description must appear on the Certificate of Insurance).

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 – 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 | BY ACCIDENT - EACH ACCIDENT | - | \$500,000 |
| INSURANCE | BY DISEASE - POLICY LIMIT | - | \$500,000 |
| (Aggregate) | BY DISEASE - EACH EMPLOYEE | - | \$500,000 |

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 |
| 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. ELECTRONIC DATA PROCESSING LIABILITY

| | | | |
|-----------------------------------|--------|---|-------------|
| (Required if computer contractor) | Limits | - | \$1,000,000 |
|-----------------------------------|--------|---|-------------|

5. UMBRELLA LIABILITY

| | | | |
|---------------------------------------|-----------------|---|-------------|
| (In excess of above noted coverage’s) | Each Occurrence | - | \$2,000,000 |
|---------------------------------------|-----------------|---|-------------|

6. PROFESSIONAL LIABILITY

| | | | |
|---|-----------------|---|-------------|
| (Required if respondent providing quotation for professional services). | Each Occurrence | - | \$1,000,000 |
|---|-----------------|---|-------------|

7. FIDELITY BOND

| | | | |
|-----------------------|-----------------|---|------------|
| (Employee Dishonesty) | Each Occurrence | - | \$ 100,000 |
|-----------------------|-----------------|---|------------|

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) 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.

If Fulton County Government shall so request, the Offeror, 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 and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's 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, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

AWARD

The award will be made to the lowest “responsive and responsible” vendor for each of the four (4) Sections (Jail Complex, Fire Stations, Health & Wellness Department and Fulton County Sites North of I-285). *Failure to submit a bid price for any line item within a Section will deem your bid “non-responsive” for that particular Section.* The County may award in whole or in part (by section) to one (1) or more vendor(s). Any award made as result of this bid will be for twelve (12) consecutive months from date of award. Fulton County reserves the right to add or delete any item(s) from the award. The County also reserves the right to reject all bids and/or waive any technicalities if is in the best interests of the County to do so.

The award evaluation of contract will be based on the following criteria:

- Item pricing.
- Ability of the vendor to meet schedules in the time specified.
- Any other criteria which will materially affect the critical need of receiving services as when needed.
- Insurance requirements.
- Compliance with all other terms and conditions required in this specification.

- State “No Charge” or No Bid” where applicable. Blank spaces are considered to be no offer.

INDEMNIFICATION

The contractor/vendor shall indemnify and hold harmless, up to the policy limits required in the commercial general liability policy, the county and employees from and against all injury or damage of any kind, claims, demands and expenses, including attorneys’ fees, arising out of or resulting from the lease of or service to equipment from the contractor/vendor.

LIQUIDATED DAMAGES

The County has the right to seek from the Contractor liquidated damages for non-compliance and/or non-performance in the execution of the contract. These damages may include recumbent of any additional costs involved in awarding a new contract, such as difference in contract price between original Contractor and replacement Contractor.

SUBCONTRACTORS/JOINT VENTURE

The successful bidder(s) shall require each subcontractor, to the extent of the work to performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit

of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors.

The Contract shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the Contractor's Work and shall be performed by contractor working directly for the County.

Note: The prime contractor perform no less than 51 percent of the scope of work.

REFERENCES

The successful vendor(s) shall submit with bid three (3) references for successful treatment of similar facilities, the point of contact, telephone number and duration of contract for each facility.

CURRENT LICENSES

Vendor(s) shall submit with bid a current business and required pest control licenses at no expense to Fulton County.

PRE-BID CONFERENCE AND SITE VISIT

The County will hold a Pre-Bid Conference and Site Visit on **May 11, 2005 at 9:30 - 11:30 AM at the Fulton County Jail Complex located at 901 Rice Street, Atlanta, Georgia 30318**. The purpose of this conference is to explain the bidding process and provide general information regarding this bid. A site visit for the Jail Complex (Section I) will follow the Pre-Bid meeting. The walk through for the Jail Complex is **mandatory** because it is a restrictive area. However, the other sites (Section II, III, & IV) are not mandatory, but interested vendor(s) are encouraged to visit and review the sites to familiarize the bidder with the existing conditions of the site. Vendor(s) have to submit in writing any questions and/or clarifications pertaining to the Scope of Work, and forwarded to the Purchasing Department NLT **May 16, 2005**. **The Failure to adhere to this requirement will deem your bid "non-responsive" and disqualification for consideration of award.**

SCOPE OF WORK

(SECTION I): FULTON COUNTY JAIL COMPLEX

The Fulton County jail is a complex of several buildings including but not limited to inmate housing areas, warehouses, fleet maintenance facilities, and guard houses. The main building is a seven (7) (double) story twin tower and contains administrative, court room, kitchen, laundry, maintenance, dinning area, inmate housing, loading dock, trash compactor area, locker rooms, library, elevator shafts, intake facilities and storage areas. The total area of the main jail is in excess of 500,000 square feet.

The inmate housing areas consist of thirteen (13) pods with six (6) housing zones per pod. The pod also includes a control tower and bath room, a multipurpose room, and an outdoor recreation area. Each floor contains two (2) pods connected by a hallway containing elevators, a bathroom, storerooms, and a janitorial room. Each housing zone contains sixteen (16) to eighteen (18) cells which contain one (1) to three (3) bunks each. The cells are arranged in a double tier. The cells open into a large day room. Each housing zone contains sixteen (16) to eighteen (18) pipe chases which contain plumbing.

(SECTION II): FIRE STATONS

The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide monthly Pest Control Services at the sites listed below. All materials/ supplies/services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with top quality commercial practices. The properties to be maintained will be at the following groups A, B & C.

A. Description of Facilities

There are twenty-two (22) separate stations, located throughout the County, and a Maintenance facility. Each station includes two (2) or three (3) vehicle bays, sleeping quarters, office and administrative space, a kitchen/dining area, and range in size from 3,600 to 25,340 square feet. Stations are manned continuously (24 hours/7 days).

B. Facility Addresses:

GROUP A

| <u>Station #</u> | <u>Address</u> | <u>Square Ft.</u> |
|-------------------------|--|--------------------------|
| 1 | 5165 Welcome All Road, College Park | 6,912 |
| 3 | 4035 Stonewall Tell Road, College Park | 4,616 |
| 5 | 3175 Bethsaida Road, Fairburn | 5,732 |
| 7 | 5965 Buffington Road, College Park | 7,614 |
| 9 | 6615 Rico Road, Palmetto | 5,984 |

| | | |
|----|----------------------------|---------------|
| 15 | 501 Mennefee St., Palmetto | 6,000 |
| 17 | 8675 Ridge Road, Fairburn | <u>5,984</u> |
| | | Total: 35,930 |

GROUP B

| | | |
|------|--|----------------|
| 2 | 135 Johnson Ferry Road, Atlanta | 14,280 |
| 4/39 | 4697 Wieuca Road, Atlanta | 25,340 |
| 6 | 1425 Spalding Drive, Dunwoody | 9,956 |
| 8 | 3165 Old Alabama Road, Alpharetta | 7,728 |
| 10 | 15260 Thompson Road, Alpharetta | 3,600 |
| 12 | 10265 Medlock Bridge Parkway, Duluth | 11,404 |
| 14 | 12670 Arnold Mill Road, Alpharetta | 7,832 |
| 18 | Birmingham 750 Hickory Flat Road, Alpharetta | 10,400 |
| 20 | Shakerag 10925 Rogers Circle, Duluth | 8,000 |
| 22 | 6025 Heards Rd. Atlanta GA. | <u>10,000</u> |
| | | Total: 108,540 |

GROUP C

| | | |
|----|---|---------------|
| 11 | 4760 Fulton Industrial Blvd., Atlanta | 9,797 |
| 13 | 5890 Plummer Road, Atlanta | 7,056 |
| 19 | 3965 Airport Drive (C. Brown Airport), Atlanta | 8,181 |
| 23 | 4121 Cascade Road, Atlanta | 9,000 |
| | FAA Headquarters (C. Brown Airport) | 6,000 |
| | 3977 Aviation Circle | |
| | Maintenance 5890 Plummer Road, Atlanta (2 bldgs) | <u>6,632</u> |
| | | Total: 46,666 |

(SECTION III): FULTON COUNTY HEALTH & WELLNESS DEPARTMENT

The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide monthly Pest Control Services at the sites listed below. All materials/supplies/services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with top quality commercial practices.

| <u>Building Name</u> | <u>Address</u> | <u>Square Ft.</u> |
|---|--|--------------------------|
| 1. Fulton County Health & Wellness Department | 99 Jessie Hill, Jr. Drive Atlanta, GA 30303 | 76,040 |

(SECTION IV): FULTON COUNTY SITES NORTH of I- 285

Pest Control - North Zone

| <u>Building Name</u> | <u>Address</u> | <u>Square Ft.</u> |
|---|---|-------------------|
| 1. Abernathy Arts Center | 254 Johnson Ferry Rd., NW, Sandy Springs GA | 4,400 |
| 2. Abernathy Arts Ctr. Annex | 254 Johnson Ferry Rd., NW, Sandy Springs, GA | 1573 |
| 3. Alpharetta Greenhouse | 11595 Maxwell Rd Alpharetta Ga. 30004 | 10,388 |
| 4. Alpharetta Library | 238 Canton St. Alpharetta, GA. 30004 | 288 |
| 5. Bell Memorial Park Concession/Restroom | 15245 Bell Park Dr. Alpharetta GA 30004 | 1500 |
| 6. Bethwell Community Center | Hopewell Rd., Rt. 1, Alpharetta, GA 30004 | 1,088 |
| 7. Big Creek Administration Bldg | 1030 Marietta Hwy. Roswell GA 30075 | 600 |
| 8. Big Creek Operations Building | 1030 Marietta Hwy. Roswell, GA 30075 | 400 |
| 9. Big Creek Storage Building | 1030 Marietta Hwy. Roswell, GA 30075 | 400 |
| 10. Big Creek Triple Trailer | 1030 Marietta Hwy., Roswell, GA 30075 | 1,800 |
| 11. Commercial Pretreatment Inspection Group | 1030 Marietta Hwy., Roswell, GA 30075 | 1,500 |
| 12. Crabapple Community Center | Crabapple Rd., Rt. 4, Alpharetta, GA 30004 | 1,500 |

| <u>Building Name</u> | <u>Address</u> | <u>Square Ft.</u> |
|---|--|--------------------------|
| 13. Dogwood Pumping Station | 9695 Dogwood Rd. Roswell, GA.30075 | 1,020 |
| 14. Dr. Robert E. Fulton Regional Library at Ocee | 5090 Abbotts Bridge Rd. Alpharetta, GA | 25,000 |
| 15. Hammond Park Community Ctr., Round | 6005 Glenridge Dr., NE, Sandy Springs, GA 30328 | 2,206 |
| 16. Hammond Park Gym & Recreation Center | 705 Hammond Dr., NE, Sandy Springs, GA 30328 | 12,168 |
| 17. Marsh Creek Pumping Station | 6500 Old Riverside Dr., Sandy Springs, GA 30328 | 2,376 |
| 18. Meter Reading Section | 95 Academy St., Alpharetta, GA 30004 | 3,355 |
| 19. Morgan Falls Park Concession Stand | 450 Morgan Falls Rd., NE, Atlanta, GA 30350 | 1,360 |
| 20. Newtown Maintenance Building | 3150 Old Alabama Rd., Roswell, GA 30076 | 2,160 |
| 21. North Fulton Career Center | 8610 Roswell Rd., Suite 660 Atlanta, GA 30350 | 5,000 |
| 22. North Fulton Environmental Health Office | 2181 Strickland Rd., Roswell, GA 30075 | 3,825 |
| 23. North Fulton Holcomb Woods Offices | 1000 Holcomb Woods Pkwy., Bldg. 100, Suite 112 | 4,889 |
| 24. North Fulton Tax Commissioner | 289 S. Main St. Suite 205 Alpharetta, Ga. 30042 | 2,120 |
| 25. North Fulton Tennis Center, Club House | 500 Abernathy Rd., NE, Atlanta, GA 30328 | 4,760 |

| <u>Building Name</u> | <u>Address</u> | <u>Square Ft.</u> |
|--|---|-------------------|
| 26. North Fulton Trans. & Const. Admin. Bldg | 11575 B Maxwell Rd., Alpharetta, GA 30004 | 1,200 |
| 27. North Fulton Water System | 11575 A Maxwell Rd., Alpharetta, GA 30004 | 2,600 |
| 28. North Fulton Water System Office | 11575 A2 Maxwell Rd., Alpharetta, GA 30004 | 1,680 |
| 29. North Park Maintenance Complex | 11655 Maxwell Rd., Alpharetta, GA 30004 | 3,120 |
| 30. Northeast/Spruill Oaks Regional Library | 9560 Spruill Road, Alpharetta, GA 30022 | 2,500 |
| 31. Ocee Park Maintenance Bldg | 10900 Buice Rd Alpharetta, GA 30022 | 1,820 |
| 32. Payne Historical House | 6075 Sandy Springs Cir. Atlanta, GA 30328 | 3,392 |
| 33. Providence Park Center Activities Bldg | 13440 Providence Park Dr., Alpharetta, GA 3000 | 6,844 |
| 34. Roswell Library | 115 Norcross St., Roswell, GA 30075 | 23,716 |
| 35. Roswell Neighborhood Senior Center | 1250 Warsaw Rd., Roswell, GA 30076 | 11,102 |
| 36. Sandy Springs Health Center | 330 Johnson Ferry Rd., NE, Atlanta, GA 30328 | 2,700 |
| 37. Sandy Springs Historical Foundation | 135 Hilderbrand Dr., Sandy Springs GA 30328 | 3,000 |
| 38. Sandy Springs Library | 395 Mt. Vernon Hwy. NE, Atlanta GA 30328 | 25,000 |
| 39. Sandy Springs Recycle Center (Schmaltz) | 470 Morgan Falls Rd., NE, Sandy Springs GA | 1,850 |

TREATMENT PLAN

The successful vendor(s) will provide a treatment plan and schedule of service for the facility. The treatment plan will be approved by **Mark Wade, Pest Control Manager, General Services Department, (404) 505-5740**. The treatment plan will provide the names of all chemicals or products used with sample label and a Material Safety Data Sheet (MSDS) for each chemical. **The Pest Control Manager** will be the point of contact for work assignments, scheduling, and billing. The treatment plan will include the following elements:

1. The treatment of the exterior perimeter of every building for ants and other pests, **(excluding wood destroying organisms)** on a **monthly** minimum or as needed basis. Treatment will include both liquid and dry applications of pesticides as well as baits. The successful vendor(s) will then inform the Pest Control manager within 24 hours of observing evidence of WDO.
2. Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations will be weather proof, secured, and numbered. The contractor will provide a map of all bait stations to the Vector Control Manager. A secondary treatment zone will be along perimeter fences utilizing waterproof bait blocks. All drains and manholes will be baited with waterproof bait blocks.
3. Rodent Control for interior shall consist of mechanical traps or glue boards.
4. The treatment of all pipe chases will contain an insect growth regulator.
5. All treatment in sleeping areas will consist only of gel-type baits.
6. On the third (3rd) floor and other medical areas, only pesticides with low volatility will be used.
7. Treatment for wasps and other stinging insects will be provided as needed as part of the perimeter treatment.
8. Control of birds will be provided as needed (price quoted separately).
9. Treatment of psodids in records storage area will be provided as needed.
10. Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, will be treated by spot or crack and crevice, as appropriate, on a schedule based on actual need.
11. ULV treatment will be utilized when requested to conduct a clean-out and control flying Insects in specific areas.

12. Requests for emergency treatment will be performed within 24 hours. Declaration of emergency will be made by Vector Control Manager, based on assessment of actual or imminent threat to health or safety.
13. Vendor will be required to make up time lost due to inclement weather at no additional cost to the County.

STANDARDS OF CONDUCTS

The successful vendor(s) shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. While performing work in accordance with this proposal, company personnel must be uniformed, with the company logo on their uniform, at all times, and must always have picture identification with them. Vendor's vehicles must have company logo and PCO number visible as required by state regulations. Vehicles must also be in good repair, mechanically and aesthetically, while on Fulton County sites. .

BACKGROUND CHECKS

The successful vendor(s) will be conducted, at vendor's expense on all employees assigned to this contract. Persons with convictions or charges related to violent offenses, drug use, or larceny-related offenses shall not be employed on this contract. Successful vendor(s) will be required, at all times, to have a sufficient number of certified employees cleared for access to the facilities so as to ensure uninterrupted service. The contractor will maintain a list of cleared employees assigned to treat the facilities and will provide a copy of that list to the Pest Control Manager.

REMOVAL OF EMPLOYEES

Fulton County may request the successful bidder to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, or words, actions, or fighting).
3. Theft, vandalism, immoral conduct, or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of under intoxicants, including alcohol, or illegal substances, while on assignment for Fulton County.

PRICING

(Section I) - Jail Complex

| | <u>Facility</u> | <u>Address</u> | <u>FlatMonthlyRate</u> |
|----|---|-----------------------|-------------------------------|
| 1. | Fulton County Jail Complex | 901 Rice St. | \$ _____ |
| 2. | Fulton County Jail Barracks & Office Bldg. | 1101 Jefferson St. | \$ _____ |
| 3. | Bellwood 2F Marietta Annex | 781 Marietta Blvd. NW | \$ _____ |
| 4. | Sheriff Department Warehouse | 673 Rice St | \$ _____ |
| 5. | Cost for bird control (indicate method of control and unit cost): | | |
| | _____ | | |
| | _____ | | |
| | | Unit Cost \$ | _____ |
| 6. | Total Monthly Cost of Services for Jail Complex (Section I): \$ _____ | | |

(Section II) - Fire Stations

Group "A"

| | <u>Station</u> | <u>Address</u> | <u>Flat Monthly Rate</u> |
|-----|-----------------------|--|---------------------------------|
| 7. | 1 | 5165 Welcome All Road, College Park | \$ _____ |
| 8. | 3 | 4035 Stonewall Tell Road, College Park | \$ _____ |
| 9. | 5 | 3175 Bethsaida Road, Fairburn | \$ _____ |
| 10. | 7 | 5965 Buffington Road, College Park | \$ _____ |
| 11. | 9 | 6615 Rico Road, Palmetto | \$ _____ |
| 12. | 15 | 501 Mennefee St., Palmetto | \$ _____ |
| 13. | 17 | 8675 Ridge Road, Fairburn | \$ _____ |

Group "B"

| | <u>Station</u> | <u>Address</u> | <u>Flat Monthly Rate</u> |
|-----|-----------------------|---------------------------------|---------------------------------|
| 14. | 2 | 135 Johnson Ferry Road, Atlanta | \$ _____ |
| 15. | 4/39 | 4697 Wieuca Road, Atlanta | \$ _____ |
| 16. | 6 | 1425 Spalding Drive, Dunwoody | \$ _____ |

| | | | |
|-----|----|---|----------|
| 17. | 8 | 3165 Old Alabama Road, Alpharetta | \$ _____ |
| 18. | 10 | 15260 Thompson Road, Alpharetta | \$ _____ |
| 19. | 12 | 10265 Medlock Bridge Parkway, Duluth | \$ _____ |
| 20. | 14 | 12670 Arnold Mill Road, Alpharetta | \$ _____ |
| 21. | 18 | Birmingham 750 Hickory Flat, Alpharetta | \$ _____ |
| 22. | 20 | Shakerag 10925 Rogers Circle, Duluth | \$ _____ |
| 23. | 22 | 6025 Heards Dr. Atlanta, | \$ _____ |

Group "C"

| | <u>Station</u> | <u>Address</u> | <u>Flat Monthly Rate</u> |
|-----|--|---|--------------------------|
| 24. | 11 | 4760 Fulton Industrial Blvd., Atlanta | \$ _____ |
| 25. | 13 | 5890 Plummer Road, Atlanta | \$ _____ |
| 26. | 19 | 3965 Airport Drive (C. B. Airport), Atlanta | \$ _____ |
| 27. | 23 | 4121 Cascade Road, Atlanta | \$ _____ |
| 28. | | FAA Headquarters (C. Brown Airport) 3977 Aviation Circle | \$ _____ |
| 29. | | Maintenance 5890 Plummer Road, Atlanta (2 bldgs) | \$ _____ |
| 30. | Total Monthly Cost of Services for Groups A, B & C (Fire Stations II): | | \$ _____ |

(Section III)-Fulton County Health & Wellness Department

| | <u>Facility</u> | <u>Address</u> | <u>Flat Monthly Rate</u> |
|-----|---|--------------------------|--------------------------|
| 31. | Fulton County Health & Wellness Department | 99 Jesse Hill, Jr. drive | \$ _____ |
| 32. | Cost for bird control (indicate method of control and unit cost): | | |
| | _____ | | |
| | _____ | | |
| | _____ | | |
| | Unit Cost \$ _____ | | |
| 33. | Total Monthly Cost of Services for FC Health & Wellness Department: | | \$ _____ |

(SECTION IV) -Fulton County Sites North of I- 285

| | <u>Facility</u> | <u>Address</u> | <u>Flat Monthly Rate</u> |
|-----|----------------------------------|-----------------------------|---------------------------------|
| 34. | Abernathy Arts Center | 254 Johnson Ferry Rd., NW, | \$ _____ |
| 35. | Abernathy Arts Ctr. Annex | 254 Johnson Ferry Rd., NW | \$ _____ |
| 36. | Alpharetta Greenhouse | 11595 Maxwell Rd | \$ _____ |
| 37. | Alpharetta Library | 238 Canton St. | \$ _____ |
| 38. | Bell Memorial Park | 15245 Bell Park Dr. | \$ _____ |
| 39. | Bethwell Community Ctr. | Hopewell Rd., Rt. 1 | \$ _____ |
| 40. | Big Creek Admin Bldg. | 1030 Marietta Hwy. | \$ _____ |
| 41. | Big Creek Operations Bldg. | 1030 Marietta Hwy. | \$ _____ |
| 42. | Big Creek Storage Bldg. | 1030 Marietta Hwy. | \$ _____ |
| 43. | Big Creek Triple Trailer | 1030 Marietta Hwy. | \$ _____ |
| 44. | Commercial Pretreatment | 1030 Marietta Hwy., | \$ _____ |
| 45. | Crabapple Community Ctr. | Crabapple Rd., Rt. 4, | \$ _____ |
| 46. | Dogwood Pumping Station | 9695 Dogwood Rd. | \$ _____ |
| 47. | Dr. Fulton Regional Library | 5090 Abbotts Bridge Rd. | \$ _____ |
| 48. | Hammond Park Com. Ctr. | 6005 Glenridge Dr., NE, | \$ _____ |
| 49. | Hammond Park Gym & Rec. | 705 Hammond Dr., NE, | \$ _____ |
| 50. | Marsh Creek Pumping Station | 6500 Old Riverside Dr. | \$ _____ |
| 51. | Meter Reading Section | 95 Academy St. | \$ _____ |
| 52. | Morgan Falls Park | 450 Morgan Falls Rd., NE | \$ _____ |
| 53. | Newtown Maintenance Building | 3150 Old Alabama Rd., | \$ _____ |
| 54. | North Fulton Career Center | 8610 Roswell Rd., Suite 660 | \$ _____ |
| 55. | North Fulton Environmental | 2181 Strickland Rd., | \$ _____ |
| 56. | North Fulton Holcomb | 1000 Holcomb Woods Pkwy. | \$ _____ |
| 57. | North Fulton Tax Commissioner | 289 S. Main St. Suite 205 | \$ _____ |
| 58. | North Fulton Tennis Center, | 500 Abernathy Rd., NE, | \$ _____ |
| 59. | North Fulton Trans. & Const. | 11575 B Maxwell Rd., | \$ _____ |
| 60. | North Fulton Water System | 1575 A Maxwell Rd., | \$ _____ |
| 61. | North Fulton Water System Office | 1575 A2 Maxwell Rd., | \$ _____ |
| 62. | North Park Maintenance Complex | 11655 Maxwell Rd., | \$ _____ |
| 63. | Northeast/Spruill Oaks Library | 9560 Spruill Road, | \$ _____ |
| 64. | Ocee Park Maintenance Bldg. | 10900 Buice Rd | \$ _____ |
| 65. | Payne Historical House | 6075 Sandy Springs Cir. | \$ _____ |
| 66. | Providence Park Center | 13440 Providence Park Dr. | \$ _____ |
| 67. | Roswell Library | 115 Norcross St., | \$ _____ |
| 68. | Roswell Neighborhood | 1250 Warsaw Rd., | \$ _____ |
| 69. | Sandy Springs Health Center | 330 Johnson Ferry Rd., NE, | \$ _____ |
| 70. | Sandy Springs Historical | 135 Hilderbrand Dr., | \$ _____ |
| 71. | Sandy Springs Library | 395 Mt. Vernon Hwy. NE, | \$ _____ |
| 72. | Sandy Springs Recycle | 470 Morgan Falls Rd., NE, | \$ _____ |

73. Total Monthly Cost of Services for sites north of I-285(SECTION IV):
\$ _____

Fulton County reserves the options to added or deleted facilities during the term of the contract.

RENEWAL

Fulton County reserves the right to renew this contract for one (1) additional twelve (12) month period pending availability of departmental appropriated funding, compliance with County rules/performance. Option year price increases shall not exceed the consumer price index (CPI) as published by the bureau of labor statistics of the U.S. Department of labor with particular reference to the average shown on such index for “all items” for the Atlanta metropolitan area.

INVOICING

Invoice should be sent to the address below to expedite payment of invoices.

General Services Department, Grounds Division

Attn: Mark Wade (404) 699-4252

125 Willis Mill Road, SW

Atlanta, GA 30311

Invoice submitted must include the purchase order number, item number(s), company name, address, phone number, item description(s) of services, and net prices.

Invoices will be returned unpaid to the vendor when one (1) of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the quote price.

The vendor agrees to observe Fulton County’s goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department.

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

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, 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 or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

The successful vendor will comply with all lawful agreement, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

INSPECTION AND ACCEPTANCE

All work (which term includes but is not restricted to materials, workmanship) shall be subject to inspection by Fulton County at any reasonable time and place prior to acceptance. Any such inspection is for the sole benefit of Fulton County and shall not relieve the contractor of the responsibility of

providing quality control measures to assure the work strictly complies with the contract requirements. No inspection by Fulton County shall be construed as constituting or implying acceptance. Inspection shall not relieve the contractor of responsibility for damage to or loss of property, material, etc., prior to final acceptance of services completed.

The contractor shall without change, replace any material or correct any workmanship found by Fulton County not to conform to the contract requirements unless in the public interest, Fulton County consents to accept such material or workmanship with an appropriate adjustment in contract price. The contract shall promptly segregate and remove rejected material from the premises at the contractor's expense.

If the contractor does not promptly replace rejected material or correct objected workmanship, Fulton County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the contractor.

Unless otherwise provided in this contract, acceptance by Fulton County Government shall be made as promptly as practicable after completion and inspection of all work required by this contract or that portion of the work that Fulton County determines can be accepted separately.

FINAL ACCEPTANCE

The technical point of contact will make a determination that the work of the contractor is complete and acceptable in accordance with the provisions of the contract documents.

In the event that the final inspection reveals deficiencies in meeting the contract requirements, the contractor shall complete all remaining items of work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the contractor that the work is complete and ready for re-inspection, the technical point of contact will make a final inspection.

The contractor shall be notified in writing by Fulton County of final acceptance of the work. The date of final acceptance shall be the termination date for the contractor's liability for the physical properties of the project.

REQUIRED BID SUBMITTALS

1. A copy of the company’s current business license.
2. A copy of Georgia Commercial Pesticide Contractor’s license. (Validity of license will be verified by the Georgia Department of Agriculture).
3. Copies of any and all Georgia Pesticide Commercial Applicators Licenses held by the contractor and/or his/her employees, in Category 29 or 30.
4. Requested references
5. A copy of the company’s guarantee stating that the company will provide treatment as specified and include an “as needed” return call between treatments at no additional charge statement shall be submitted with the bid.
6. Insurance Requirement

Failure to submit these items with the bid package will result in your bid being deemed non-responsive.

END OF SPECIFICATIONS

STATE REMARKS OR EXCEPTIONS BELOW:

NONCOLLUSION AFFIDAVIT OF BIDDER (FC Sec 2-320, (11))

State of _____)

ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent) of _____,
the Bidder that has submitted the Bid;
- (2) He is fully informed respecting the preparation and contents of the bid and of all
pertinent circumstances respecting such bid;
- (3) Such Bid is genuine and is not a collusive of sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the bid has been
submitted or refrain from bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference
with any other Bidder, firm or person to fix the price or prices in the Bid or of any other
bidder, or to fix any overhead, profit or cost element of the bidding price or the bidding
price of any other bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against Fulton County or any person interested in the
proposed Contract; and
- (5) The price or prices in the bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____, 200__.

Title

My commission expires _____

(Date)

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR (FC Sec 2-320, (11))

State of _____)

ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent)
of _____, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Bid submitted by the Subcontractor to _____, the Contractor for certain work connection with the _____ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Bid is genuine and is not a collusive of sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____ 200____.

Title

My commission expires _____

(Date)

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR BID REQUIREMENTS**

This is to certify that on this day, bidder acknowledges that he/she has read this bid document, pages #_____ to #_____ inclusive, including any addenda # to #_____ exhibit(s) #_____ to #_____, attachment(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 proposing company to submit the bid herein and to legally obligate the bidder thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS

(INSERT BID# AND DESCRIPTION HERE)

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.

1. 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.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. 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.
4. 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.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
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" policy outlined in Section 35.

6. 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.

7. 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.
8. 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.
9. 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.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

30. 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 withdrawn as follows:

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.

31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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”.
37. 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”.

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.

- (a) *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 with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *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.
- (4) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (5) 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 sub-contractor 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 _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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 or vendors 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 payment 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 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 Subcontractors 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 project:

- **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/proposer **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 AMERICAN | | AFRICAN AMERICAN | | ASIAN AMERICAN | | HISPANIC AMERICAN | | CAUCASIAN AMERICAN | | OTHER | |
|------------------|-----------------|---|------------------|---|----------------|---|-------------------|---|--------------------|---|-------|---|
| | M | F | M | F | M | F | M | F | M | F | M | F |
| Male/Female | | | | | | | | | | | | |
| Mgmt/Official | | | | | | | | | | | | |
| Professional | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | |
| Office/ Clerical | | | | | | | | | | | | |
| Craftsmen | | | | | | | | | | | | |
| Laborers | | | | | | | | | | | | |
| Other (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 enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. 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.

3. 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, please attach copy of recent certification.

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR 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, please attach copy of recent certification.**

| |
|--|
| |
|--|

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/Proposer 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/Proposer 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/Proposer 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 subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors 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/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

1. That the bidder/proposer 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/proposer 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 decision made by the bidder/proposer 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

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation 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: _____
Telephone No.: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
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 estimated 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 Minority/Female Business Enterprises 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 Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

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>Race</u> | <u>Sex</u> | <u>Financial Decisions</u> | <u>Supervision Field Operation</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/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing 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 of participation 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: \$ _____

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)

Notary: _____

Date: _____

My Commission Expires: _____

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 is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements:

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

3. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
4. 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.

**SAMPLE CONTRACT BETWEEN FULTON COUNTY
AND _____**

THIS Contract, entered into this ____ day of _____ 2005, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter referred to as "Contractor").

W I T N E S S E T H :

WHEREAS, the County, through its General Services Department, has identified the need for **pest control services** for various Fulton County facilities;

WHEREAS, the County by and through its General Services Department, has determined that this need can best be met by retaining the services of a **pest control** contractor;

WHEREAS, the County requested a formal bid for **pest control services** for Fulton County facilities;

WHEREAS, the County and Contractor desire to enter into a contract for provision of such services, the scope of services, which is more specifically defined in Article III of the Contract;

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

ARTICLE 1 - ASSIGNMENT OF CONTRACT

Paragraph 1.0 This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

ARTICLE II - TERM

Paragraph 2.0 The term of this Contract shall commence from date of award and continue for twelve (12) consecutive months thereafter, without further obligation of the County other than that provided herein. However, subject to availability of funding, Board of Commissioner's approval, and Contractor's continuing satisfactory performance, this Contract may be renewed for one (1) additional year by the County.

ARTICLE III - SCOPE OF WORK

Paragraph 3.0 The County retains Contractor and Contractor accepts retention by the County to render **pest control services** for Fulton County facilities, as specified by Fulton County Invitation to Bid (ITB) #_____, Contractor's bid and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor

shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. ITB #_____ is hereby attached and incorporated herein as Attachment A. Contractor's bid is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide **pest control services** for various facilities in Fulton County as specified in Attachment A. Fulton County reserves the right to add and/or delete facilities pursuant to a formal change order as required by Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

Paragraph 3.1 Contractor shall commence providing trash collection dumpster services as stated in the Invitation to Bid (ITB #_____) and Contractor's own response to that bid (**Attachments A & B respectively**). In the event there is a conflict between the scope of work described in the Invitation to Bid and the Contractor's own bid, the description in the Invitation to Bid takes precedence. In the event that specifications in either the Invitation to Bid or the Contractor's own proposal lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

Paragraph 3.2 Any additional services that are to be performed by Contractor and not included in the ITB or the bid response must be approved by the County in advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in the bid response.

Paragraph 3.3 The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service shall not relieve Contractor of the obligation to perform.

ARTICLE IV - AUDIT

Paragraph 4.0 The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

Paragraph 4.1 The County's authorized representative shall have the right to supervise the pest control services performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective Waste Management Manager will be the County's authorized representative.

Paragraph 4.2 Contractor agrees to include audit requirements specified in Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

ARTICLE V - COMPENSATION FOR SCOPE OF WORK

Paragraph 5.0 The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$_____ from date of award and continuing for twelve (12) consecutive months.

Paragraph 5.1 Any additional services requested by the County shall be performed by the Contractor and a detailed invoice submitted which references the written agreement, which must be approved by the County pursuant to change order policy 800-6 before the work is started.

Paragraph 5.2 Contractor shall submit monthly invoices for work performed during the previous calendar month to the Waste Management Manager, Fulton County Operation Support, 125 Willis Mill Rd., S.W., Atlanta, Ga. 30311. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Paragraph 5.3 Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. 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 Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 6.0 **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees, and any claims for contribution or indemnification arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damages, losses or expenses caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of its employees or agents. **CONTRACTOR'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 any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation 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.

ARTICLE VII – TERMINATION FOR CAUSE

Paragraph 7.0 If through any cause, Contractor shall fail to perform the pest control services as specified in Contract, including the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

ARTICLE VIII – TERMINATION FOR CONVENIENCE

Paragraph 8.0 In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 8.1 Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

ARTICLE VIX - SUSPENSION OF WORK

Paragraph 9.0 COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay of the project.

ARTICLE X - INDEPENDENT CONTRACTOR

Paragraph 10.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

ARTICLE XI - PROVIDE COUNTY INSURANCE REQUIREMENTS

Paragraph 11.0 All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Bid Documents.

Paragraph 11.1 Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

Paragraph 11.2 It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid

during the entire term of the contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

ARTICLE XII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 12.0 This Contract and the incorporated documents constitutes the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

ARTICLE XIII - NON-DISCRIMINATION

Paragraph 13.0 Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0 If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV - CAPTIONS

Paragraph 15.0 The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.

ARTICLE XVI - NOTICES

Paragraph 16.0 Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

Dellia Collier
Assistant Director,
Fulton County Operation Support

125 Willis Mill Rd., S.W.,
Atlanta, Ga. 30311

With copies to the Director of Fulton County General Services Department and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

Contractor's Name
Contractor's Title
Company's Name

Company's
Address

ARTICLE XVII - WAIVER OF BREACH

Paragraph 17.0 The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE XVIII - COOPERATION WITH OTHER CONTRACTORS

Paragraph 18.0 **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work

performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

ARTICLE XIX - FORCE MAJEURE

Paragraph 19.0 Neither the County nor the Contractor shall be deemed in violation of this Contract 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, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE XX - PERSONNEL AND EQUIPMENT

Paragraph 20.0 **CONTRACTOR** shall identify in writing a project manager who shall have sole authority to represent **CONTRACTOR** on all matters pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete Contractor's Services under the Contract, 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.

ARTICLE XXI - GOVERNING LAW

Paragraph 21.0 This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this amendment.

For Company's Name

Contractor's Name
Contractor's Title
(seal)

Approved as to Form:

Attest:

Office of the County Attorney

Mark Massey (seal)
Clerk to the Commission

Approved as to Content:

For Fulton County

Willie A. Hopkins, Jr., Director
General Services Department

Karen C. Handel, Chairman
Board of Commissioners