



INVITATION TO BID 14ITB91616C-DR

Comprehensive Pest Control Services

For

Facilities & Transportation Services Department

BID DUE DATE AND TIME: February 26, 2014 @ 11:00 A.M.

BID ISSUANCE DATE: January 16, 2014

PRE-BID CONFERENCE DATE: February 5, 2014 @ 10:00 A.M.

PURCHASING CONTACT: DONALD R. RILEY, CPPB @ (404) 612-7916

E-MAIL: DONALD.RILEY@FULTONCOUNTYGA.GOV

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

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INVITATION TO BID

14ITB91616C-DR, COMPREHENSIVE PEST CONTROL SERVICES

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for comprehensive pest control services will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **February 26, 2014**.

SCOPE OF WORK

Provide comprehensive pest control services for Fulton County. The detailed scope of work and technical specifications are outlined in the Scope of Work Section 3 of this bid document.

BID DOCUMENTS

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: Donald R. Riley, CPPB, Assistant Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: donald.riley@fultoncountyga.gov
Fax: (404) 893-1876
Reference Bid #: **Comprehensive Pest Control Services**

PRE-BID CONFERENCE (MANDATORY)

Date: February 5, 2014

Time: 10:00 A.M.

Location: 901 Rice Street, Atlanta, Georgia 30318, Old Roll Call Room

A Pre-Bid Conference will be held at the Fulton County Jail, located at 901 Rice Street, Atlanta, Georgia 30318, Old Roll Call Room. **Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.**

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

BONDING REQUIREMENTS

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with five (5) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **COMPREHENSIVE PEST CONTROL SERVICES**.

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

1. Bid Form
2. Acknowledgement of each Addendum
3. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
4. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
5. Risk Management Insurance Provisions Form

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

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **2:00 PM, February 18, 2014**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance
Attn: Donald R. Riley, CPPB, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1744

Donald.Riley@fultoncountyga.gov

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

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

5. SITE EXAMINATION

There will be a site visit for this project. It will be held on **FEBRUARY 5, 2014 @ 10:00A.M.** Bidders **ARE** required to attend.

Fulton County Jail Complex – **(MANDATORY)**
901 Rice Street
Atlanta, GA 30318

Animal Control Center – **(MANDATORY)**
860 Marietta Blvd. NW
Atlanta, GA 30318

Jefferson Place Homeless Shelter
1135 Jefferson Street
Atlanta, GA 30318

Fulton County Health & Wellness Department
99 Jessie Hill, Jr. Drive
Atlanta, GA 30303

Carnes Justice Center
160 Pryor Street
Atlanta, GA 30303

Fulton County Courthouse
136 Pryor Street
Atlanta, GA 30303

Justice Center Tower
185 Central Avenue
Atlanta, GA 30303

Juvenile Justice Center/Mechanicsville Library
395 Pryor Street
Atlanta, GA 30303

H.J.C. Bowden Senior Center
2885 Church Street
East Point, GA 30349

H.G. Darnell Senior Center
677 Fairburn Road
GA 30331

Helene S. Mills Senior Center
515 John Wesley Dobbs
Atlanta, GA 30312

D.C. Benson Senior Center
6500 Vernon Woods Road
Sandy Springs, GA 30328

6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

6. BID AND CONTRACT SECURITY

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;

- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. SURETY BONDS – (NOT APPLICABLE)

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

10. RIGHT TO REJECT BIDS

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

11. APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

12. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

13. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept

any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.

- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

14. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. The completeness of all material, documents and/or information required by the County;
 - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
 - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
 - b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - e. Has the appropriate and adequate technical experience necessary to perform the Work;
 - f. Has adequate personnel and equipment to do the Work expeditiously;
 - g. Has suitable financial means to meet obligations incidental to the work.

15. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);

- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

16. BASIS OF AWARD

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

17. PROFESSIONAL LICENSES (APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

18. WAGE CLAUSE

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

19. NOTICE OF AWARD OF CONTRACT

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

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

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

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

20. EXECUTION OF CONTRACT DOCUMENTS

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

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

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

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

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

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any

agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

21. EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County’s Non Discrimination in Contracting and Procurement.

22. JOINT VENTURE

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

23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT

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

24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security &

Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

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

25. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

26. TERM OF CONTRACT

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2014, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2014. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by

the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

27. NO CONTACT PROVISION

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or

designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

28. AUTHORIZATION TO TRANSACT BUSINESS

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

29. PRE-CONSTRUCTION CONFERENCE (NOT APPLICABLE)

A pre-construction conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

30. SUBSTITUTIONS

See Special Conditions.

31. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid must be submitted within three business days of the submission of the bid. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

32. BID GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be

obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. §36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All 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.

10. All 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).

33. SUBMITTALS

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	Check (√)
1.	Georgia Security and Immigration Contractor Affidavit(s) and Agreements	
2.	Georgia Security and Immigration Subcontractor Affidavit(s)	
3.	Bid Form	
4.	Acknowledgment of Addenda	
5.	Bid Bond	
6.	Non-Collusion Affidavit	
7.	Certificate of Acceptance of Request for Bid	
8.	Georgia Utility Contractor’s License (N/A)	
9.	Georgia General Contractors License (N/A)	
10.	Georgia Professional License (Applicable)	
11.	Certificate Regarding Debarment	
12.	Disclosure Form and Questionnaire	
13.	Office of Contract Compliance Requirements (submitted in a separate envelope)	
14.	Proof of Insurance Coverage	

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **14ITB91616C-DR, Comprehensive Pest Control Services**

Submitted on February 26, 2014.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount In Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

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

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(Section I) - Jail Complex

<u>Facility</u>	<u>Address</u>	<u>Flat Monthly Rate</u>
1. Fulton County Jail Complex	901 Rice St.	\$ _____
2. Fulton County Jail Annex	781 Marietta Blvd. NW	\$ _____
3. Fulton County Jail Barracks & Office Building	1101 Jefferson St	\$ _____
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): \$ _____

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(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. 17	8675 Ridge Road, Fairburn	\$ _____

Group "B"

<u>Station</u>	<u>Address</u>	<u>Flat Monthly Rate</u>
12. 11	4760 Fulton Industrial Blvd., Atlanta	\$ _____
13. 13	5890 Plummer Road, Atlanta	\$ _____
14. 19	3965 Airport Drive (C. B. Airport), Atlanta	\$ _____
15. 23	4121 Cascade Road, Atlanta	\$ _____
16.	Maintenance 5890 Plummer Road, Atlanta (2 bldgs)	\$ _____

17. Total Monthly Cost of Services for Groups A & B (Fire Stations II): \$ _____

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(Section III)-Fulton County Health & Wellness Department

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

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

<u>Facility</u>	<u>Address</u>	<u>Flat Monthly Rate</u>
21. Abernathy Arts Center	254 Johnson Ferry Rd., NW,	\$ _____
22. Abernathy Arts Ctr. Annex	254 Johnson Ferry Rd., NW	\$ _____
23. Alcohol & Drug Treatment	265 Blvd., NE	\$ _____
24. Animal Control Center	960 Marietta Blvd. NW	\$ _____
25. Big Creek Admin Bldg.	1030 Marietta Hwy.	\$ _____
26. Big Creek Operations Building	1030 Marietta Hwy.	\$ _____
27. Big Creek Storage Bldg.	1030 Marietta Hwy.	\$ _____
28. Big Creek Triple Trailer	1030 Marietta Hwy.	\$ _____
29. Commercial Pretreatment	1030 Marietta Hwy.,	\$ _____
30. Central Maintenance Facility	895 Marietta Blvd.	\$ _____
31. North Fulton Environmental Health Office	2181 Strickland Rd.,	\$ _____
32. North Fulton Trans. & Construction Admin. Building	11575 B Maxwell Rd.,	\$ _____
33. North Fulton Water System	11575 A Maxwell Rd.,	\$ _____
34. North Fulton Water 1 System Office	11575 A2 Maxwell Rd.,	\$ _____
35. North Park Maintenance Complex	11655 Maxwell Rd.,	\$ _____
36. Jefferson Place Homeless Shelter	1135 Jefferson Street, NW Atlanta, GA 30318	\$ _____
37. Jefferson Place Drug Court	1135 Jefferson Street, NW Atlanta, GA 30318	\$ _____

-
- | | | |
|--|----------------------|----------|
| 38. Electronic/Material Management Complex | 3929 Aviation Circle | \$ _____ |
| 39. Tactical Operation Planning Center | 3995 MLK Jr. Dr | \$ _____ |
| 40. North Service Center | 7741 Roswell Road | \$ _____ |
| 41. Airport Administration Building | 3952 Aviation Circle | \$ _____ |
| 42. Airport Maintenance Building | 3920 Airway Road | \$ _____ |
| 43. Airport FAA | 3977 Aviation Circle | \$ _____ |
| 44. Total Monthly Cost of Services for sites north of I-285(SECTION IV): | | \$ _____ |

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(SECTION V): Fulton County Sites South

<u>Facility</u>	<u>Address</u>	<u>Flat Monthly Rate</u>
45. Cliftondale Multipurpose Center	4645 Butner Road	\$ _____
46. Southwest Arts Center	915 New Hope Road	\$ _____
47. Ground Division	125 Willis Mill Road	\$ _____
48. FTS Warehouse	79 Milton Avenue	\$ _____
49. Wolf Creek Amphitheater	3025 Merk Road	\$ _____
50. South Service Center	5600 Stonewall Tell Road	\$ _____
51. Public Safety Training	3025 Merk Road	\$ _____
52. Medical Examiner's	430 Pryor Street	\$ _____
53. Juvenile Justice Center/ Mechanicsville Library	395 Pryor Street	\$ _____
54. Government Center Complex	141 Pryor Street	\$ _____
55. Justice Center Tower	185 Central Avenue	\$ _____
56. Carnes Justice Center	160 Pryor Street	\$ _____
57. Fulton County Courthouse	136 Pryor Street	\$ _____
58. Health & Human Services	137 Peachtree Street	\$ _____
59. Family Resource Center	2836 Springdale Road	\$ _____
60. Oak Hill Buildings	2799 Metropolitan Pkwy	\$ _____
61. Welcome All Park	4225 Will Lee Road	\$ _____

62. Cost for bird control (indicate method of control and unit cost):

Unit Cost \$ _____

63. Total Monthly Cost of Services for Fulton County Sites South: \$ _____

(SECTION VI): Fulton County Senior Centers

<u>Facility</u>	<u>Address</u>	<u>Flat Monthly Rate</u>
64. H.J.C. Bowden	2885 Church Street	\$ _____
65. North Fulton-Roswell	1250 Warsaw Road	\$ _____
66. Camp Truitt	4320 Herschel Road	\$ _____
67. Camp Truitt 4-H Ed Ctr	4300 Herschel Drive	\$ _____
68. Palmetto	510 Turner Road	\$ _____
69. Quality Living Services	4001 Danforth Road	\$ _____
70. Southeast	1650 Newton Circle	\$ _____
71. Hapeville	527 King Arnold Street	\$ _____
72. New Beginnings	66 Brooks Drive	\$ _____
73. Edgewood	300 Edgewood Avenue	\$ _____
74. Helene S. Mills	515 John Wesley Dobbs	\$ _____
75. Dogwood	1953 Bankhead	\$ _____
76. H.G. Darnell	677 Fairburn Road	\$ _____
77. New Horizons	745 Orr Street	\$ _____
78. D.C. Benson	6500 Vernon Woods Road	\$ _____
79. Total Monthly Cost of Services for Fulton County Senior Centers:		\$ _____

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(SECTION VII): Fulton County Libraries

<u>Facility</u>	<u>Address</u>	<u>Flat Monthly Rate</u>
80. Alpharetta	238 Canton Street	\$ _____
81. Fulton Library at Ocee	5090 Abbotts Bridge Road	\$ _____
82. Northeast Regional	9560 Spruill Road	\$ _____
83. Roswell Branch	115 Norcross Street	\$ _____
84. Sandy Springs	395 Mt. Vernon Hwy	\$ _____
85. Bowen/Bankhead	2685 Donald Lee Hollowell	\$ _____
86. Buckhead	269 Buehead Avenue	\$ _____
87. Dogwood	1838 Bankhead Hwy	\$ _____
88. East Atlanta	400 Flat Shoals Road	\$ _____
89. Kirkwood	106 Kirkwood Road	\$ _____
90. Northside	3295 Northside Parkway	\$ _____
91. Adamsville/Collier Heights	3424 M.L. King Drive	\$ _____
92. Ponce de Leon	980 Ponce de Leon Avenue	\$ _____
93. Adams Park	2231 Campbellton Road	\$ _____
94. Carver Homes	215 Lakewood Way, Suite 104	\$ _____
95. Cleveland	47 Cleveland Avenue	\$ _____
96. College Park	3647 Main Street	\$ _____
97. East Point	2757 Main Street	\$ _____
98. Fairburn	60 Valley View Drive	\$ _____
99. Hapeville	525 King Arnold Street	\$ _____
100. South Fulton	4055 Flat Shoals Road	\$ _____
101. Southwest Regional	3665 Cascade Road	\$ _____
102. Stewart-Lakewood	2893 Lakewood Avenue	\$ _____
103. Thomasville Heights	1700 Thomasville Drive	\$ _____
104. Washington Park	1116 M.L. King Drive	\$ _____
105. West End	525 Peeples Street	\$ _____
106. Central	1 Margaret Mitchell Place	\$ _____
107. Auburn Research	101 Auburn Avenue	\$ _____
108. Peachtree	1315 Peachtree Street	\$ _____
109. MLK Public	409 John Wesley Dobbs	\$ _____
110. Georgia Hill	250 Georgia Avenue	\$ _____
111. Total Monthly Cost of Services for Fulton County Senior Centers: \$ _____		

112. Grand Total Cost for Pest Control Services: _____

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

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name

Address

END OF SECTION

SECTION 3

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The pest control vendor(s) shall provide labor, materials, supervision and necessary tools and equipment to insure that County facilities mentioned in this specification will be free of pests.

(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, dining 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) bunk 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.

<u>Building Name</u>	<u>Address</u>	<u>Square Ft.</u>
1. Fulton County Jail Complex	901 Rice Street Atlanta, GA 30318	554,000
2. Fulton County Jail Annex	781 Marietta Blvd Atlanta, GA 30318	15,400
3. Fulton County Jail Barracks	1101 Jefferson Street Atlanta, GA 30318	22,605
4. Sheriff Warehouse	673 Rice Street Atlanta, GA 30318	22,505
		Total: 614,510

(SECTION II): FIRE STATIONS

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
17	8675 Ridge Road, Fairburn	5,984
		Total: 35,930

GROUP B

<u>Station #</u>	<u>Address</u>	<u>Square Ft.</u>
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
	Maintenance 5890 Plummer Road, Atlanta (2 bldgs)	6,632
		Total: 40,666

(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
		Total: 76,040

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(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	1,573
3. Alcohol & Drug Treatment	265 Blvd., NE Atlanta, GA 30312	10,388
4. Animal Control Center	860 Marietta Blvd. NW Atlanta, GA. 30318	17,478
5. Big Creek Administration Building	1030 Marietta Hwy. Roswell GA 30075	600
6. Big Creek Operations Building	1030 Marietta Hwy. Roswell, GA 30075	400
7. Big Creek Storage Building	1030 Marietta Hwy. Roswell, GA 30075	400
8. Big Creek Triple Trailer	1030 Marietta Hwy., Roswell, GA 30075	1,800
9. Commercial Pretreatment Inspection Group	1030 Marietta Hwy., Roswell, GA 30075	1,500
10. Central Maintenance Facility	895 Marietta Blvd. Atlanta, GA 30318	19,084
11. North Fulton Environmental Health Office	2181 Strickland Rd., Roswell, GA 30075	3,825
12. North Fulton Trans. & Const. Admin. Bldg	11575 B Maxwell Rd., Alpharetta, GA 30004	1,200
13. North Fulton Water System	11575 A Maxwell Rd., Alpharetta, GA 30004	2,600

14. North Fulton Water 1 System Office	11575 A2 Maxwell Rd., Alpharetta, GA 30004	1,680
15. North Park Maintenance Complex	11655 Maxwell Rd., Alpharetta, GA 30004	3,120
16. Jefferson Place Homeless Shelter	1135 Jefferson Street, NW Atlanta, GA 30318	119,960
17. Jefferson Place Homeless Drug Court	1135 Jefferson Street, NW Atlanta, GA 30318	16,940
18. Electronic/Material Management Complex	3929 Aviation Circle Atlanta, GA 30336	25,000
19. Tactical Operation & Planning Center	3995 MLK Jr. Drive Atlanta GA 30336	17,000
20. North Service Center	7741 Roswell Road Roswell, GA 30350	64,072
21. Airport Administration Building	3952 Aviation Circle Atlanta, GA 30336	10,288
22. Airport Maintenance Building	3920 Airway Road Atlanta, GA 30336	13,599
23. Airport FAA Building	3977 Aviation Circle Atlanta, GA 30336	18,600

Total: 355,507

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(SECTION V): FULTON COUNTY SITES SOUTH**Pest Control - South Zone**

<u>Building Name</u>	<u>Address</u>	<u>Square Ft.</u>
1. Clifftondale Multipurpose Center	4645 Butner Road College Park, GA	42,225
2. Southwest Arts Center	915 New Hope Road, SW Atlanta, GA 30331	36,500
3. Ground Division	125 Willis Mill Road, SW Atlanta, GA 30311	13,287
4. FTS Warehouse	79 Milton Avenue Atlanta, GA 30315	47,145
5. Wolf Creek Amphitheater	3025 Merk Road Atlanta, GA 30349	25,855
6. South Service Center	5600 Stonewall Tell Road College Park, GA 30349	64,000
7. Public Safety Training	3025 Merk Road, SW Atlanta, GA 30349	30,470
8. Medical Examiner's Building	430 Pryor Street Atlanta, GA 30303	28,000
9. Juvenile Justice Center & Mechanicsville Library	395 Pryor Street SW Atlanta, GA 30303	163,928
10. Government Center Complex	141 Pryor Street SW Atlanta, GA 30303	626,840
11. Justice Center Tower	185 Central Avenue SW Atlanta, GA 30303	516,600
12. Carnes Justice Center	160 Pryor Street SW Atlanta, GA 30303	142,396
13. Fulton County Courthouse	136 Pryor Street SW Atlanta, GA 30303	274,628
14. Health & Human Services	137 Peachtree Street SW	29,484

	Atlanta, GA 30303	
15. Family Resource Center	2836 Springdale Road Atlanta, GA 30315	27,340
16. Oak Hill Buildings	2799 Metropolitan Pkwy Atlanta, GA 30315	31,331
17. Welcome All Park Buildings	4225 Will Lee Road College Park, GA 3034	2,500

Total: 2,102,529

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(SECTION VI): FULTON COUNTY SENIOR CENTERS

<u>Building Name</u>	<u>Address</u>	<u>Square Ft.</u>
1. H.J.C. Bowden	2885 Church Street East Point, GA 30349	29,108
2. Roswell Neighborhood	1250 Warsaw Rd., Roswell, GA 30076	11,102
3. Camp Truitt	4320 Herschel Road College Park, GA 30337	4,200
4. Camp Truitt 4-H Ed Ctr	4300 Herschel Drive College Park, GA 30337	5,000
5. Palmetto	510 Turner Road Palmetto, GA 30268	8,400
6. Quality Living Services	4001 Danforth Road SW Atlanta, GA 30331	25,272
7. Southeast	1650 Newton Circle SE Atlanta, GA 30312	7,660
8. Hapeville	527 King Arnold Street Hapeville, GA 30354	8,522
10. New Beginnings	66 Brooks Drive Atlanta, GA 30213	13,400
11. Edgewood	300 Edgewood Avenue NE Atlanta, GA 30303	5,451
12. Helene S. Mills	515 John Wesley Dobbs Atlanta, GA 30312	34,000
13. Dogwood	1953 Bankhead Atlanta, GA 30318	7,155
14. H.G. Darnell	677 Fairburn Road Atlanta, GA 30331	33,000
15. New Horizons	745 Orr Street Atlanta, GA 30314	7,000

16. D.C. Benson	6500 Vernon Woods Road Sandy Springs, GA 30328	37,964
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Total: 237,234

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(SECTION VII): FULTON COUNTY LIBRARIES

<u>Building Name</u>	<u>Address</u>	<u>Square Ft.</u>
1. Alpharetta Library	238 Canton St. Alpharetta, GA. 30004	10,388
2. Dr. Robert E. Fulton Regional Library at Ocee	5090 Abbotts Bridge Rd. Alpharetta, GA	25,000
3. Northeast/Spruill Oaks Regional Library	9560 Spruill Road, Alpharetta, GA 30022	25,000
4. Roswell Library	115 Norcross St., Roswell, GA 30075	23,716
5. Sandy Springs Library	395 Mt. Vernon Hwy. NE, Atlanta GA 30328	30,438
6. Bowen/Bankhead Library	2685 Donald Lee Hollowell Atlanta, GA 30318	3,120
7. Buckhead Library	269 Buckhead Ave NE Atlanta, GA 30305	19,488
8. Dogwood Library	1838 Bankhead Hwy NW Atlanta, GA 30318	6,200
9. East Atlanta Library	400 Flat Shoals Road SE Atlanta, GA 30316	7,500
10. Kirkwood Library	106 Kirkwood Road NW Atlanta, GA 30317	7,500
11. Northside Library	3295 Northside Parkway NW Atlanta, GA 30327	11,070
12. Adamsville/Collier Heights	3424 M.L. King Drive Atlanta, GA 30331	11,368
13. Ponce de Leon Library	980 Ponce de Leon Ave NE Atlanta, GA 30306	10,815
14. Perry Homes Library	2011 Bolton Road Atlanta, GA 30318	3,000

15. Adams Park Library	2231 Campbellton Road Atlanta, GA 30311	7,500
16. Carver Homes Branch	215 Lakewood Way Suite 104 Atlanta, GA 30315	1,800
17. Cleveland Library	47 Cleveland Avenue Atlanta, GA 30315	13,000
18. College Park Library	3647 Main Street College Park, GA 30337	7,500
20. East Point Library	2757 Main Street East Point, GA 30354	10,000
21. Fairburn Branch Library	60 Valley View Drive Fairburn, GA 30213	9,580
22. Hapeville Library	525 King Arnold Street Hapeville, GA 30354	5,000
23. South Fulton Library	4055 Flat Shoals Road SW Union City 30291	15,300
24. Southwest Regional Library	3665 Cascade Road SW Atlanta, GA 30331	27,270
25. Stewart-Lakewood Library	2893 Lakewood Avenue SW Atlanta, GA 30315	10,275
26. Thomasville Heights	1700 Thomasville Drive SE Atlanta, GA 30315	1,600
27. Washington Park Library	1116 M.L. King Drive Atlanta, GA 30314	7,500
28. West End Library	525 Peeples Street SW Atlanta, GA 30310	7,500
29. Central Library	1 Margaret Mitchell Place Atlanta, GA 30303	295,000
30. Auburn Research Library	101 Auburn Avenue Atlanta, GA 30303	69,910

31. Peachtree Library	1315 Peachtree Street NE Atlanta, GA 30309	9,800
32. MLK Public Library	409 John Wesley Dobbs Atlanta, GA 30312	4,128
33. Georgia Hill Library	250 Georgia Avenue SE Atlanta, GA 30312	4,415

Total: 686,681

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Pest Control Treatment Plan

The successful vendor(s) shall provide a pest control treatment plan and schedule of service for the facility. The pest control treatment plan shall be approved by **Pest Control Manager, Facilities & Transportation Services Department**. The treatment plan shall provide the names of all chemicals or products used with sample label and a Material Safety Data Sheet (MSDS) for each chemical. The control strategies should be considered in terms of both short-term and long-term objectives. The objectives shall be to eliminate or reduce current unacceptable pest populations. **The Pest Control Manager** will be the point of contact for work assignments, scheduling, and billing. The pest control 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 wood destroying organisms.
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 shall contain an insect growth regulator.
5. All treatment in sleeping areas shall 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 shall be provided as needed as part of the perimeter treatment.
8. Control of birds shall be provided as needed.
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, shall be treated by spot or crack and crevice, as appropriate, on a schedule based on actual need.

11. Ultra low volume treatment will be utilized when requested to conduct a clean-out and control flying Insects in specific areas.
12. Requests for emergency treatment shall 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 shall be required to make up time lost due to inclement weather at no additional cost to the County.
14. Pests Included:
 - Indoor population of commensal rodents (i.e. Norway and roof rats, house mice), cockroaches, ants (including, but not limited to fire ants), flies, spiders and other arthropod pests.
 - Other indoor pest that are a nuisance to occupants (i.e. fleas, gnats, etc.)
 - Wood Destroying Organisms.
 - Bed Bugs
 - Mosquitoes
 - Birds, bats, squirrels, raccoons, opossums, groundhogs, skunks and similar wildlife that is creating a nuisance, causing damage to property or risk to human or safety at any time of the year in or around County facilities.

SECTION 4

INSURANCE AND RISK MANAGEMENT PROVISIONS

Pest Control Services

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).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	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
*To include Designated Per Project/Location Endorsement #CG2503/CG2504**

Products\Completed Operations Aggregate Limit - \$2,000,000
Personal and Advertising Injury Limits - \$1,000,000
Damage to Rented Premises Limits - \$100,000

*Limited Pollution to include coverage for pesticides.

Should Pollution not be include in GL, a separate Pollution Liability policy at limits of One Million Dollars must be provided.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY

(In excess of Auto GL and Employers Liability)Each Occurrence - \$2,000,000

Certificates:

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.

The Contractor agrees to name the County as an additional insured using ISO Additional Insured Endorsement form CG 2010 11/85 or its equivalent. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.

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

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

Such certificates and notices shall be sent to:

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

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and

agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

THE RESPONDENT 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: _____

SECTION 5

PURCHASING FORMS & INSTRUCTIONS

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

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications (***not applicable***)
 - Form C1 – Georgia Utility License Contractor License
 - Form C2 – Georgia General Contractors License
 - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 102-397, this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID REQUIREMENTS

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

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's bid as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION
(NOT APPLICABLE)**

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION (NOT APPLICABLE)**

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20____

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid submission and included as a part of the bid submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

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

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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 without regard to the race, color, gender or national origin of the ownership of any such business. 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.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

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. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder, 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 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 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 **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 rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H 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.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

_____ Bidder _____ Subcontractor

_____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid.** All prime bidders **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: _____

ITB Number: _____

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

1. My firm, as Prime Bidder 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 amount that your firm will carry out directly):

2. If the Prime Bidder 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.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

This form **must** be completed by **ALL** known 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 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 **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 Number)

(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder shall 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 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 shall 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 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, 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 Contract Compliance, 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 officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges 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: \$ _____

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: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

SECTION 7

GENERAL CONDITIONS

QUALIFICATIONS AND EXPERIENCE

To be considered for this bid, the vendor must be qualified and experienced in pest control services and must a minimum of three years of experience.

BASIS of AWARD

The County reserves the option to award to one or multiple lowest responsible and responsive bidders or reject all bids and/or waive any technicalities if it is in the best interest of the County. There are seven (7) sections in the bid; (1) Fulton County Jail Complex (2). Fire Stations South (3) Health & Wellness Department (4) Fulton County Sites North (5) Fulton County Sites South (6) Fulton County Senior Centers and (7) Fulton County Libraries. Bidders may bid on all seven sections or a particular section, but must bid on all location within each section or be deemed non-responsive for that practically section

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

1. Item pricing.
2. Ability of the vendor to meet response times and material inventory availability requirements.
3. Any other criteria which will materially affect the critical need of receiving services as when needed.
4. Insurance requirements.
5. Compliance with all other terms and conditions required in this specification.

ADDITIONAL LOCATION

Fulton County reserves the right to add additional facilities as needed.

AUTHORIZATION TO PLACE CALLS

The following is a list of personnel authorized to place calls to initiate work against this contract and approve overtime:

Title
Area Manager, Greater Fulton
Pest Control/Building Operations Manager

Failure to receive proper authorization prior to providing the services can be grounds for nonpayment of the invoice.

INVENTORY AVAILABILITY

The vendor must certify below to having a service facility and a full inventory of supplies and equipment required within a two hundred fifty (250) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The vendor understands that having the materials/supplies services immediately available on an "If needed, as needed, and when needed" basis will be used in selecting the successful vendor. Fulton County reserves the right to reject any vendor failing to meet this requirement.

Location of Vendor's Facility:

Address: _____

City, State: _____

WORKING HOURS

This contract is to provide emergency services seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 A.M. through 6:00 P.M., EST, excluding Fulton County holidays. All labor performed outside of normal working hours (including weekends and holidays) will be paid at a maximum of 1.5 times the labor rates of the basic bid. Holiday rates will only apply to holidays officially recognized by Fulton County which are New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and day after, Christmas Eve and Christmas Day. Failure to respond at the time requested will not be a basis for overtime payment.

LIQUIDATED DAMAGES

The County has the right to seek from the Contractor liquidation 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.

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 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 duties.
2. Disorderly conduct (i.e. 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.

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.

INVOICING

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

Facilities and Transportation Department, Grounds Division
Attn: Pest Control Manager
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.

SECTION 8

SPECIAL CONDITIONS

Required Submittals

1. A valid copy of the company's current business license.
2. A valid copy of Georgia Commercial Pesticide Contractor's license. (Validity of license shall be verified with 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. Provide three references that can verify your abilities to perform work of this size and similar scope as Fulton County Government. The vendor must have a minimum of three (3) years of experience performing same/similar scope of work as indicated within this bid document.

	Reference 1	Reference 2	Reference 3
Name of Contact/Name of Company			
Contract Term from when to when			
Total Square Feet			
Contract Administrator			
Telephone Number			
Email Address			

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. Recommended bidder(s) shall comply with all applicable requirements of OSHA (Occupational Safety & Health Administration). These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

Failure to submit these items within the bid package shall be deemed non-responsive.

SECTION 10

EXHIBITS

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

	Bid Submittal Check Sheet	Check (√)
1.	Georgia Security and Immigration Contractor Affidavit(s) and Agreements	
2.	Georgia Security and Immigration Subcontractor Affidavit(s)	
3.	Bid Form	
4.	Acknowledgment of Addenda	
5.	Non-Collusion Affidavit	
6.	Certificate of Acceptance of Request for Bid	
7.	Certificate Regarding Debarment	
8.	Disclosure Form and Questionnaire	
9.	Office of Contract Compliance Requirements (submitted in a separate envelope)	
10.	Proof of Insurance Coverage	
11.	A copy of Georgia Commercial Pesticide Contractor's license. (Validity of license will be verified by the Georgia Department of Agriculture).	
12.	Copies of any and all Georgia Pesticide Commercial Applicators Licenses held by the contractor and/or his/her employees, in Category 29 or 30.	
13.	Provide three references that can verify your abilities to perform work of this size and similar scope	
14.	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.	