



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

To serve, protect and govern in concert with local municipalities

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
INVITATION to BID NO. 06ITB47254YA**

**JANITORIAL SERVICES
For
VARIOUS
FULTON COUNTY FACILITIES**

FOR

GENERAL SERVICES DEPARTMENT

**PRE –BID CONFERENCE JANUARY 19, 2006 1:30 P.M
FULTON COUNTY EMERGENCY MANAGEMENT
131 PEACHTREE STREET S.W. SUITE G157 ATLANTA, GA 30303**

**BID DUE TIME AND DATE: 11:00 A.M., FEBRUARY 9, 2006
PURCHASING CONTACT: ALONZO ARNOLD at (404) 730-4215
E-MAIL: Alonzo.Arnold@co.fulton.ga.us**

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

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**INVITATION TO BID
06ITB47254YA
JANITORIAL SERVICES**

Purpose:

Fulton County (County) is soliciting bids from qualified bidders to provide janitorial services for selected Fulton County facilities for the General Services Department from date of award and continuing for twelve (12) consecutive months.

Description of Project:

To provide general janitorial cleaning for selected Fulton County facilities for the General Services Department.

Scope of Work Summary:

- A. The work will be performed at the various County facilities listed and/except any added/deleted during the life of this contract. The successful bidder shall furnish all janitorial services and the labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities. Fulton County will accept original bid responses specifically tailored to solve our janitorial problems.
- B. The apparent silence of this specification and any supplement thereto as to details, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor performance will be evaluated in terms of the cleaning results achieved. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- C. Georgia Criminal Investigation Checks (GCIC) must be conducted by the Contractor at Contractor's expense on all employees, including sub-contractors, assigned to clean County Facilities. National Crime Information Center (NCIC) checks must be conducted by the Contractor at the Contractor's expense on all employees and subcontractors hired to perform work in Group B facilities only. Said employees may be temporarily assigned to Group B facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance. The GCIC must be completed and forwarded to the Contract Administrator or designated County representative for review and approval prior to the start date of the contract. No employee may work at any Fulton County Facility prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employees on this contract.
- D. All bidders shall bid on the required cleaning for each group on which they desire to bid. Note that not all services apply to all facilities (e.g. most facilities do not include a locker room). It is the bidder's responsibility to ensure that their bid for any facility has been calculated to include all appropriate services.
- E. Bidders may also offer alternate bids for any location or group of locations. Any such alternate bid must clearly indicate the differences between it and the base bid with an

explanation of why the bidder believes the alternate should be considered instead of (or in addition to) the base bid. Bidders may offer alternate pricing for award of multiple groups.

- F. Successful bidder must be prepared to fully assume responsibilities of this contract and begin cleaning facilities within 30 days after notification of approval of award by the Fulton County Board of Commissioners. Employees assigned to clean Fulton County Facilities may not begin work prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Failure to adhere to this time line will be grounds for selection of the next qualified bidder to fulfill this contract.
- G. It is highly recommended that bidders visit all facilities on which they are bidding before submitting a bid. Failure to make such a visit will not relieve bidder of the responsibility to: 1) submit a complete bid in proper form, or 2) properly clean a facility if awarded.
- H. Any facilities which are added to or deleted from a cleaning group will be done so at the same price per square foot being charged for that group. Any additional facility which is added to the contract which does not reasonably belong to one of the existing groups will be added at a price per square foot which is mutually agreeable to both parties and within BOMA guidelines.
- I. Any remarks or apparent errors in the specification or exceptions taken to the content of the specification must be clearly presented by the bidder as an attachment titled "Remarks and Exceptions". Failure to do so is an agreement by the bidder that they accept the terms and conditions of the specifications as written.

Purchasing the Bid Document:

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

Term of Contract:

The term of the contract shall be for one (1) year with two (2) one (1) year renewal options subject to availability of funding, performance of the Contractor and approval of the Board of Commissioners (BOC).

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.

Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting Alonzo Arnold, Assistant Purchasing Agent, alonzo.arnold@co.fulton.ga.us, at (404) 730-4215 Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department
Attn: Alonzo Arnold, Assistant Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-4215
Fax: (404) 893-1724
Reference Bid # 06ITB47254YA Janitorial Services

Basis of Award

The Contract, if awarded, will be awarded to multiple vendors who are the lowest responsive and responsible bidders. 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.

Fulton County intends to award a contract to the lowest responsive and responsive bidder for each group of buildings. However; any or all groups may be awarded to a single vendor if the County determines that it is in its best interests to do so.

To determine lowest bidder, Fulton County will combine the bidder's total cleaning cost and total annual day porter cost to arrive at an overall annual cleaning cost for the facility.

Pre-Bid Conference

Date: Thursday January 19, 2006
Time: 1:30 p.m.
Location: Fulton County Emergency Management
131 Peachtree Street, S.W. Suite G157
Atlanta, GA 30303

A pre-bid conference will be held in the Fulton County Government Center Assembly 141 Pryor Street, S.W. Atlanta, Georgia 30303. ***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 an initial verbal, non-binding verbal response 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 and responded to by the County in written communications will be official.

Any award made as a result of this bid will be from the date purchase order is issued and continue for twelve (12) consecutive months. Fulton County reserves the right to award this bid in whole or in part to one or several bidders and the right to cancel any award made at any time with thirty (30) day notice.

Renewal: Any award made as a result of this bid will be from the date of award and continuing for (12) twelve consecutive months. Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month periods pending availability of department funding as well as compliance with county rules/policies, contract terms/conditions, and satisfactory contractor performance. Option year price increases shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area.

The bidder shall list on a separate sheet of paper any variation from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions" and shall be attached to said bid.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the bid prices for the stated duration of the award.

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

Remarks or Exceptions:

SECTION 1**INSTRUCTIONS TO BIDDERS****A. Contract Documents**

The Contract Documents include the Invitation to Bid, Instructions to Bidders, 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.

- B. Definitions:** Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

Addendum - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

As Needed - Whenever needed as determined by staff.

Award - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

BOMA - Building Owners and Managers Association

Brand name or equal specification – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

CA -Contract Administrator

County - "County" shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

Contract - all types of agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, and for the transfers of interest in real property.

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

Invitation to bid (ITB) - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Invoice - the document provided by vendors to the County as a demand for payment of goods or services provided under the provisions of a contract awarded by the County.

JCAHO – Joint Commission on Accreditation of Health Care Organizations

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

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

NA - Not Applicable

Notice To Proceed - a written notice to the Contractor to begin the actual contract work, stating, if applicable, the date on which the contract time begins.

Quarterly - The task will be performed once during every three-month period.

Responsible bidder or responsible offeror – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive bidder or responsive offeror - means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of work - means the work that is required by the contract documents.

Service - the furnishings of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or collective bargaining agreements.

Shall - denotes imperative.

Subcontractor – any person undertaking part of the work of a contract under the control of the principal contractor.

Substantial completion - the date when construction is sufficiently complete, in accordance with the contract documents, so the County can occupy or utilize the work or designated portion thereof for the use for which it is intended.

Surety - the corporation, partnership, or individual licensed and authorized to do business in the state of Georgia, other than the contractor, executing payment, performance or bid bonds to be furnished to the County by the contractor.

Weekly - The task will be performed once each week. If required more than one time per week (but less than daily) indicate number of times. (e.g. "2 x Weekly" or "2/Week" if task is to be done twice a week. If task will be done on specific day(s) of week, this will be detailed in the final work schedule as agreed with the Contract Administrator.

Yearly - The task is to be performed once during the contract year at time to be agreed with by the Contract Administrator. ("2 x Yearly" would mean semi-annually. "3/Year" would mean every four months.)

- C. **Bidder's Modification and Withdrawal of Bids:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
- D. **Addenda and Interpretations:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Alonzo Arnold, Assistant Purchasing Agent no later than 5:00 PM October 20, 2005, 2005. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Alonzo Arnold, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1724
alonzo.arnold@co.fulton.ga.us

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

- E. **Site Examination:** There will be a mandatory walkthrough for this project. Bidder must visit several named representative sites in the North, South, and Central Fulton County areas with the appointed General Services Department representatives.

Bid: All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB-06ITB47254YA Janitorial Services."

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

1. Bid Form
2. Bid Schedule
3. Bid Bond
4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate
6. Non-Collusion Affidavit of Prime Bidder

7. Non-Collusion Affidavit of Subcontractor
8. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

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

The original signed bid with five (5) copies shall be submitted in a sealed package, clearly marked on the outside "Bid" for the **06ITB47254YA Janitorial Services**.

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

- F. **Bid and Contract Security:** A five percent (5%) Bid Bond is required for this project.

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 not 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.

- G. **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.
- H. **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.
- I. **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.
- J. **Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions

which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

- K. **Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.
- L. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- M. **Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the requirements set forth in the technical specifications.
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete pricing sheet without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid document.
- N. **Wage Clause:** Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
- O. **Notice of Award of Contract:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

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

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

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

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

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

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

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.

- Q. **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 are 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.

- R. **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.

- S. **Availability Of Funding:** Any award of work, contract, or service for any portion of the Janitorial Service will be conditional and subject to Fulton County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the Janitorial Services This conditional award will not be in effect until Fulton County has been successful in raising the required funds for payment of the **06ITB47254YA Janitorial Services**. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding entity. The submittal of a bid in response to any phase of the procurement for the **06ITB47254YA Janitorial Services** as acceptance of this condition by the entity responding to the procurement. Without waiving any of the conditions contained herein, and solely for informational purposes, please be aware that the Fulton County Board of Commissioners has taken legislative action authorizing the Fulton County Director of Finance to procure the services of the various professionals that will assist in obtaining the bond proceeds, and it is anticipated that the funding will be in place by the second or third quarter of 2005.

FULTON COUNTY PURCHASING DEPARTMENT**BID GENERAL REQUIREMENTS****06ITB47245YA****JANITORIAL SERVICES**

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

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

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

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality,

- local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
 17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
 18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
 19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
 20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
 21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
 22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
 23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid

- requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
 25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
 26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
 27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
 28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
 29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
 30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

END OF SECTION 1 – Instructions to Bidders

SECTION 2**BID FORM
06ITB47245YA
JANITORIAL SERVICES**

Submitted February 9, 2006.

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 order of the Contracting Officer and to fully complete all work under this Contract within **One Hundred and Twenty (120)** consecutive calendar days from and including said date.

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

for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

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

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

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

License Expiration Date: _____

Enclosed is a Bid Bond in the approved form, in the sum of:

_____ Dollars

(\$_____) according to the conditions of "Instructions to Bidders" and provisions thereof.

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

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

To be deemed responsive to this RFP, 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
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Contractor License Certification *(not applicable)*
- Form E: Certification Regarding Debarment
- Form F: Corporate Certification

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(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

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(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 C

FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

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

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Form D

CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

(ATTACHED COPY 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: _____

Form E**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.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

(a) Authority to suspend.

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

(b) Causes for Suspension. The causes for suspension include:

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Form F

CORPORATE CERTIFICATE

Corporations

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 ____ .

(SEAL) must be affixed

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20 ____

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

Form G

NON CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that we will not perform any type of professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Fulton County project for professional gain during the active life of such Project.

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

END OF SECTION NO. 3

SECTION 4**BID BOND REQUIREMENTS**

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

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

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

BID BOND

**JANITORIAL SERVICES
06ITB47254YA
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, and _____

_____ hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for [INSERT PROJECT # AND PROJECT TITLE], a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of

_____ Dollars

(\$_____) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2005.

(Signatures on next page)

ATTEST:

PRINCIPAL

BY _____ (SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, Who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL) BY _____

END OF SECTION 4 - BID BOND REQUIREMENTS

SECTION 5**CONTRACT COMPLIANCE REQUIREMENTS****NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT**

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

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

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

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

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

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

REQUIRED FORMS AND EBO PLAN:

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

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

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title Firm Name

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRATOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

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

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

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

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

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

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

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

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

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

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

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

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)

END OF SECTION 5 - Contract Compliance Requirements

**SECTION 6
INSURANCE INFORMATION/REQUIREMENTS**

JANITORIAL 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).

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

EMPLOYER’S LIABILITY	BY ACCIDENT	EACH ACCIDENT	\$500,000
INSURANCE	BY DISEASE	POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE	EACH EMPLOYEE	\$500,000

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

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence - \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles)

4. **ELECTRONIC DATA PROCESSING LIABILITY**
 (Required if computer contractor) Limits - \$1,000,000

5. **UMBRELLA LIABILITY**
 (In excess of above noted coverage’s) Each Occurrence - \$2,000,000

6. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
 (Required if respondent providing quotation for professional services)

7. **FIDELITY BOND**
 (Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton

County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

Such certificates and notices shall be sent to:

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

COMPANY: _____ SIGNATURE: _____
NAME: _____ TITLE: _____ DATE: _____

SECTION 7

**SAMPLE CONTRACTUAL AGREEMENT
06ITB47254YA
JANITORIAL SERVICES**

SAMPLE CONTRACT BETWEEN FULTON COUNTY

AND _____

THIS Contract, entered into this ____ day of _____ 2006, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County, through its General Services Department, has identified the need for **janitorial services** at the **Government Center Complex, Justice Center Facilities, Central Library, Auburn Library & Public Defender Building, North and South Fulton Libraries, Other Offices, Senior Citizens Service Centers, Art Centers & Hammond House, and Leased Offices;**

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

WHEREAS, the County requested a formal bid for **janitorial services** for these facilities;

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

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

ARTICLE 1 – GENERAL INFORMATION**1.0 DEFINITIONS**

- a. Total Square Footage: The actual area of all floors of a building as calculated from drawing or measurements of the outside walls of the building, taking into account the number of stories in that building.
- b. Cleanable Square Footage: is calculated for purposes of this Contract as 84% of the square footage.
- c. Cost per Cleanable Square Foot per Year: The bid price for cleaning a building for a period of one year divided by the cleanable square footage of that building as calculated above.
- d. Cost per Cleanable Square Foot per Week: The Cost per Cleanable Square Foot per Year as calculated above divided by fifty-two (52).
- e. Fulton County Contract Administrator: The person appointed in writing by the Director of General Services Department who will be responsible for acting on the County's behalf in performing contract administration duties. The County shall provide Contractor a copy of this written appointment to include the Contract Administrator's name, work telephone number and County pager number.

1.1 CONTRACTOR'S SERVICES

- a. The County retains Contractor and Contract accepts retention by the County to render janitorial services at the Government Center Complex, Justice Center Facilities, Central Library, Auburn Library & Public Defender Building, North and South Fulton Libraries, Other Offices, Senior Citizens Service Centers, Arts Centers & Hammond House, and Leased Offices specified as Groups "A" "B", "C", "D", "E", "F", "G", "H", and "I" in the Invitation to Bid (ITB) _____, Contractor's response to that ITB (the "bid"), and any and all clarifications or amendments thereto, all of which are incorporated herein and

referred to collectively as the "Bid Documents". Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent required by the parties herein. Fulton County reserves the right to add/or delete facilities pursuant to a formal change order as required by Fulton County Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

- b. _____, Vice President for the Contractor, represents that he is the duly authorized agent of Contractor and as such, is authorized to bind and enter into contracts on behalf of Contractor.

ARTICLE II - ASSIGNMENT OF AGREEMENT

Paragraph 2.0 This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

ARTICLE III - TERM

Paragraph 3.0 The term of this Contract shall commence on date of award and continuing for twelve (12) consecutive months without further obligation of the County other than that provided herein. However, subject to availability of funding, Board of Commissioner's approval, and Contractor's continuing satisfactory performance (rating of 3 or better on

Contractor Performance Reports), this Contract may be renewed for two (2) one (1) year renewal options.

ARTICLE IV - SCOPE OF WORK

Paragraph 4.0 The scope of work is most fully described in the attached Invitation to Bid and Contractor's own bid; however, Contract's scope of work includes, but is not limited to:

- a. Contractor shall provide janitorial services as stated in the Bid Documents. Contractor must provide high quality, energy efficient, commercial grade functional equipment where required, maintain that equipment, and provide all chemicals and supplies as specified in the Bid Documents.
- b. Contractor shall implement and maintain a rigorous quality control program for each facility group which ensures adherence to BOMA accepted commercial cleaning procedures for all buildings and JCAHO standards for applicable buildings, and ensures that all services bid are properly and timely performed in accordance with bid documents.
- c. This Contract is for cleaning of the entire facility. If there is any discrepancy between the actual square footage and the square footage shown in the ITB, the incorrect square footage shown shall be disregarded.
- d. Any additional services performed by Contractor, which are not included in the Bid Documents, shall be approved by the County in writing in advance of providing services and billed at the rate (cost per cleanable square foot or cost per man-hour) stated in or calculated from the Bid Documents.
- e. In the event that specifications lack detailed descriptions concerning performance, BOMA commercial practices shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality materials shall be first quality as determined in the sole discretion of the County. Any equipment or

supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies.

This will be done at no additional cost to the County.

Paragraph 4.1 Any additional services that are to be performed by Contractor and not included in the ITB or the bid response must be approved by the County in advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in the bid response.

Paragraph 4.2 The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service shall not relieve Contractor of the obligation to perform.

ARTICLE V - AUDIT

Paragraph 5.0 The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor's file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

Paragraph 5.1 Contractor agrees to include audit requirements specified in Section 5.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

ARTICLE VI - COMPENSATION FOR SCOPE OF WORK

Paragraph 6.0 The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$_____ from date of award and continuing for twelve (12) consecutive months. Those amounts are a combination of:

<u>Facility</u>	<u>Cleanable SqFt.</u>	<u>Base Cost/Mo</u>	<u>SqFt</u>	<u>Man/Hr</u>
Group A	526,630	\$_____/x 12	\$0.00	\$____
Group B	1,034,492	\$_____/x 12	\$0.00	\$____
Group C	334,735	\$_____/X 12	\$0.00	\$____
Group D	171,090	\$_____/x 12	\$0.00	\$____
Group E	112,050	\$_____/x 12	\$0.00	\$____
Group F	50,771	\$_____/x 12	\$0.00	\$____
Group G	254,435	\$_____/x 12	\$0.00	\$____
Group H	63,880	\$_____/x 12	\$0.00	\$____
Group I	9,768	\$_____/x 12	\$0.00	\$____
Day Porters		\$_____/X 12		\$____

Contingency for additional services for a total sum not to exceed \$_____ for the remainder of 2006 (if and when needed).

Paragraph 6.1 During any contract year adjustments may be made to the area to be cleaned by mutual agreement. Additions or reductions to the invoice will be made at the cost per cleanable square foot bid.

Paragraph 6.2 Any additional services requested by the County under Article IV, paragraph 4.0 d. of this Contract shall be performed by the Contractor and a detailed invoice submitted which references the written agreement

Paragraph 6.3 Contractor shall submit monthly invoices for work performed during the previous calendar month to the Building Services Manager, Administration Division, General Services Department 141 Pryor Street., S.W./Suite G-119, Atlanta, Ga. 30303. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any

invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Paragraph 6.4 Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

Paragraph 6.5 Contractor is required to make payments to employees, sub-contractors, and/or suppliers for goods or services used in the fulfillment of this Contract. Failure to make any such payment when due shall be considered a breach of this Contract.

Paragraph 6.6 Failure by Contractor to comply with the terms and conditions of this Contract (including incorporated bid documents) shall constitute breach of Contract and shall release Fulton County from any further requirement to compensate Contractor.

ARTICLE VII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 7.0 **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damage, loss or expense caused

in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of its employees or agents. **CONTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE VIII – TERMINATION FOR CAUSE

Paragraph 8.0 If through any cause, Contractor shall fail to perform the janitorial services as specified in Contract, including the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

ARTICLE IX – TERMINATION FOR CONVENIENCE

Paragraph 9.0 In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (10) days

notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 9.1 Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, ID badges and keys of all types, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

ARTICLE X - SUSPENSION OF WORK

Paragraph 10.0 COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay of the project.

ARTICLE XI - INDEPENDENT CONTRACTOR

Paragraph 11.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

ARTICLE XII - BONDS & INSURANCE REQUIREMENTS

Paragraph 12.0 All bonds and insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Bid Documents.

Paragraph 12.1 Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

Paragraph 12.2 It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the entire term of the contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

ARTICLE XIII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 13.0 This Contract and the incorporated documents constitutes the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

ARTICLE XIV - NON-DISCRIMINATION

Paragraph 14.0 Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

ARTICLE XV - SEVERABILITY OF TERMS

Paragraph 15.0 If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI - CAPTIONS

Paragraph 16.0 The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.

ARTICLE XVII - NOTICES

Paragraph 17.0 Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

James M. Morehead
Building Services Manager,
General Services Department

141 Pryor Street, S.W./Suite G-119,
Atlanta, Ga. 30303

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

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

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

Company's
Address

ARTICLE XVIII - WAIVER OF BREACH

Paragraph 18.0 The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE XIX - COOPERATION WITH OTHER CONTRACTORS

Paragraph 19.0 **CONTRACTOR** will undertake the scope of services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any

act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

ARTICLE XX - FORCE MAJEURE

Paragraph 20.0 Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE XXI - PERSONNEL AND EQUIPMENT

Paragraph 21.0 After award of contract and prior to commencement of work, **CONTRACTOR** shall identify by name and in writing a project manager for each group who shall have sole authority to represent **CONTRACTOR** on all manners pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete Contractor's Services under the contract, none of whom shall be employees of or have any contractual relationship with **COUNTY**. All of the services required hereunder will be performed by **CONTRACTOR** under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

ARTICLE XXII DEFICIENCY REPORTING

Paragraph 22.0 If a cleaning-related deficiency is noted by the County, the Building Maintenance Manager for the affected facility will notify the Contractor's Project Manager in writing. (The written document is hereafter referred to as a "Deficiency Notice"). If this document is faxed, the confirmation will constitute proof of delivery. The Maintenance Manager

will stipulate in the "Deficiency Notice" the time period allowed for the Contractor to correct the deficiency.

Paragraph 22.1 Any deficiency on a "daily task will result in an immediate written warning.

Paragraph 22.2 The Contractor's Project Manager shall provide a written response to the Maintenance Manager within three working days on the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure has been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the **Joint Review** meeting of the County's Building Services Manager and the Contractor's Project Manager or any other member of senior or executive management as requested, to ensure that they have been completely resolved.

Paragraph 22.3 If any service deficiency (other than a "daily" task) can not be performed or corrected within the time stipulated by the Maintenance Manager, the Contractor must, in advance and in writing, request a revised completion time/date. The Maintenance Manager will determine if this is acceptable, make the appropriate notation on the Contractor's request and ensure that Contractor receives that information promptly and in writing.

Paragraph 22.4 If deemed an acceptable corrective action and/or time frame by the Maintenance Manager, the Contractor shall submit a report when the corrective action has been completed.

Paragraph 22.5 If the Maintenance Manager determines this response is unacceptable, the Maintenance Manager shall notify the County's Contract Administrator in writing. The Contract Administrator shall follow the steps in paragraph 22 thru 23.6 of this Contract relating to non-performance and Section IV, Additional Information, ITB.

ARTICLE XXIII NON-PERFORMANCE

Paragraph 23.0 If any non daily deficiency is not properly addressed within the correction period given or if the same (daily or non-daily) problem recurs, County may withhold a portion of the payment. An "Information Only" copy of this action will be sent to Contractor's bonding company.

- a. The amount of any monies withheld will be based on the square footage of the portion of the facility which was not properly cleaned. Any area which has not been properly cleaned (even if it was partially cleaned) will be considered to be "not properly cleaned".
- b. If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage which has not been properly cleaned.
- c. The amount withheld shall be calculated weekly starting after the first week of the deficiency (8 calendar days after the initial deficiency report).
- d. The amount withheld shall be the "cost per cleanable square foot per week" times the number of square feet affected by the deficiency times the number of weeks the deficiency has existed. On day 8 the deficiency will have existed one (1) week. On day 15 the deficiency will have existed two (2) weeks, on day 22 the deficiency will have existed three (3) weeks, etc.
- e. The amount withheld shall be cumulative. If a payment is processed between day 22 and day 28 of a documented deficiency, the total amount withheld will be six (6) times the cost per square foot times the square footage affected (one time for the first week plus two times for the second week plus three times for the third week). Calculation of amount to be withheld shall continue until County's Contract Administrator certifies in writing that deficiency has been cured or until paragraph 23.1, below has been invoked.

f. The following table shows the factors which will be used:

Annual Cost/SqFt.	Weekly Cost/SqFt.	Week	Cum. Weeks	Cum. Penalty /SqFt.
\$1.00000	.01923	1	0	-0-
		2	1	.01923
		3	3	.05769
		4	6	.11538
		5	10	.19230

g. The appropriate factor will be multiplied by the annual cost per square foot for the group in which the problem has occurred. (e.g. if the annual cost per square foot is \$1.25, multiply the appropriate factor above by 1.25 If the rate is \$0.88888, multiply the appropriate factor above by 0.8888). The result of that calculation will then be multiplied by number of square feet affected by the problem.

Paragraph 23.1 If any such problem has not been cured within 30 days of its original occurrence, the County will contact Contractor's bonding company to have them take appropriate action under the terms and conditions of the Contractor's performance bond.

Paragraph 23.2 If any such problem has still not been cured within 60 days of its occurrence, the County shall consider the Contractor to be in breach of this Contact and will be terminated.

Paragraph 23.3 Contractor's failure to properly perform a daily service or failure to provide scheduled daily cleaning at all (e.g. cleaning crew does not show up at a specific location) will be penalized by deducting twenty percent (20%) of the weekly cost per square foot for that group times the cleanable square footage of entire facility not properly cleaned.

Paragraph 23.4 Contractor's failure to provide other (e.g. Day Porter) services shall be deducted at the contracted hourly rate.

Paragraph 23.5 Any decision to invoke the penalties delineated in this section will be made solely by the Director/Deputy Director of the General Services Department of Fulton County, and may be based upon recommendations from the, Greater Fulton or Central Fulton Area Managers, Assistant Director, Administration or Building Services Manager (Contract Administrator).

Paragraph 23.6 No monies will be withheld without prior written notification to the Contractor by the Building Services Manager or the Director/Deputy Director of the General Services Department.

ARTICLE XXIV - GOVERNING LAW

Paragraph 24.0 This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this Contract.

Company's Name

Contractor's Name
Contractor's Title

(seal)

Approved as to Form:

Attest:

Office of the County Attorney

Mark Massey (seal)
Clerk to the Commission

Approved as to Content:

For Fulton County

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

Karen C. Handel, Chairman
Board of Commissioners

END OF SECTION 7 – Sample Contract Agreement

SECTION 8A**PERFORMANCE BOND REQUIREMENTS**

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

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

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

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

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

_____(SEAL)
(Principal)

By:_____

Attest:

Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION 8A – PERFORMANCE BOND REQUIREMENTS

SECTION 8B**PAYMENT BOND REQUIREMENTS**

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

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

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

PAYMENT BOND

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

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

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

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

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the

lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

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

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

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

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

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

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

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION 8B – PAYMENT BOND REQUIREMENTS

SECTION 9**TECHNICAL SPECIFICATIONS
06ITB47254YA
JANITORIAL SERVICES****BIDDER'S QUALIFICATIONS**

Each bidder shall have a minimum of three (3) years demonstrable experience providing janitorial service for facilities of comparable usage and size. The bidder shall provide a list of contracts held over a period of not less than three years. The listing must include:

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

BIDDER'S ORGANIZATION

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

otherwise unavailable, the Fulton County Contract Administrator must be notified immediately (within 24 hours) of who on site is in charge of operations.

Contract Administrator: James M. Morehead @ (404) 730-5970

- F. Each bidder shall provide brief information about the records kept on employees before, during, and after employment, in the following format:
1. Method of recruiting new employees.
 2. Results of background check performed by the company and criteria for determination of hiring based on information revealed by background check.
 3. Photo identification and uniform policy.
 4. Employee training and development.
 5. Safety procedures.

TRAINING

Bidder shall include a comprehensive training plan which includes at a minimum:

- A. Specific training each employee involved in this contract (including supervisory and management personnel) has already received.
- B. Specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.
- C. Include details of when and where such training is to be accomplished. Fulton County reserves the right to observe any such training.
- D. Description of how the effectiveness of the training is to be measured.
- E. Details of specific training each floor care technician assigned to this contract has already received and will receive equivalent to the Fulton County Floor Care Technician II.

KEY CONTROL AND SECURITY PLAN

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

PILFERAGE OF ITEMS AND VANDALISM

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

THE USE OF SUBCONTRACTORS

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

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

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

FINANCIAL STATEMENT AND FINANCING

Each bidder must present a two year Financial Statement that includes a profit/loss statement, cash flow and balance sheet.

- A. The last period shown must be for the immediate preceding fiscal year and cover two (2) financial periods of not less than 12 months each. More recent interim financial statements should also be included.
- B. Joint ventures must include a financial statement for both companies and a projected financial statement for the project/joint venture.
- C. Each bidder must show in their bid response that it has the financial capability to provide a minimum of three (3) months cash flow to pay employees and vendors (before receiving any monies from Fulton County from this contract) to support its current level of business and the additional work which this contract would require. Bidders who cannot provide this assurance will not be considered for award.

Failure to submit financial statements shall be deemed non-responsive.

QUALITY CONTROL PLAN

The bidder must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Fulton County Maintenance Manager or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:

- A. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.
- B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
- C. The bidder must include in the plan a suitable method for inspecting and recording infrequently performed services.
- D. The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.
- E. This plan should include a suitable way to inform the Fulton County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).
- F. The bidder must develop a checklist acceptable to Fulton County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Fulton County Contract Administrator at the biweekly meetings with contractor. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.
- G. The bidder must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-contractors fail to provide service, or other problems arise.

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

INVOICING

- A. Invoice should be sent to the address below to expedite payment:

General Services Department, Administrative Division
Attn: James M. Morehead (404) 730-5970
141 Pryor Street, Suite G-119
Atlanta, GA 30303

- B. Invoice submitted must include the purchase order number, item number(s) and item description(s), and net prices.
- C. Invoices will be returned unpaid to the vendor when one of the following conditions exists:
 - 1. Invoice does not contain all the required information.
 - 2. Price on the invoice does not correspond to the bid price.
- D. The bidder agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department.
- E. Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.
- F. The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.
- G. The successful vendor will comply with all lawful agreement, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages

BID PRICES

- A. Each bidder must submit the pricing schedule for each group, even if not bidding on that group. Indicate "No Bid" for the group or groups the bidder does not wish to bid on. Failure to submit the pricing schedule will be grounds for rejection of the bid.
- B. Optional pricing is allowed but must be clearly spelled out in a separate attachment to the base pricing schedule(s).
- C. Each bid must include a price per square foot and the number of employees to be assigned to the applicable group based on established BOMA staffing standards.
- D. Each Bidder is required to pay each employee a minimum of \$7.50 per hour for the term of the contract.

EVALUATION CRITERIA

Fulton County will use all information requested in the previous section or elsewhere in this Invitation to Bid, plus any additional information submitted, to evaluate the bids received. Any bid, which does not contain required information, may be eliminated as non-responsive. Particular emphasis will be placed on:

1. **Bid Price** - Fulton County will use the BOMA Experience Exchange Report and Regional Market Analysis to determine a reasonable price range per square foot for these services. Any bid falling outside this range will be rejected.
2. **References** - All references will be contacted. Visits may also be made to locations where bidder is currently working or has worked in the past. Information from these contacts will be used to evaluate the bidder's quality of work.
3. **Quality Control Plan** - This must be a clear and complete outline of how the bidder intends to run this contract and must address the needs of each facility.
4. **Completeness of Bid** - The bid must contain complete responses to all information requested in the ITB. Avoid excessive volume, which does not directly add to the clarity of the bid.

DEFICIENCY REPORTING

- A. If a cleaning-related deficiency is noted by the County, the Building Maintenance Manager for the affected facility will notify the Contractor's Project Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Maintenance Manager will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.
- B. The Contractor's Project Manager shall provide a written response to the Maintenance Manager no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the County's Building Services/Maintenance Manager and the Contractor's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report.
- C. When a deficiency in a "periodic service" will not be corrected within the time period stipulated by the Maintenance Manager, the Contractor must, within two working days, correct the deficiency. The Maintenance Manager will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.
 1. If deemed an acceptable corrective action and/or time frame by the Maintenance Manager, the Contractor shall submit a report when the corrective action has been completed.
 2. If the Maintenance Manager determines this response is unacceptable, the Maintenance Manager shall notify the County's Contract Administrator in writing.

The Contract Administrator shall follow the steps in this bid document relating to non-performance.

- D. The Contractor will be allowed to redo a service upon notification. However, Fulton County reserves the right to consider any required repeat service as a failure to perform. The Fulton County Contract Administrator will determine when the level of service has progressed to an unsatisfactory level.

NON-PERFORMANCE

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

PENALTIES FOR NON-PERFORMANCE

- A. The amount of any monies withheld will be based on the square footage of the portion of the facility which was not properly cleaned. Any area which has not been properly cleaned (even if it was partially cleaned) will be considered to be "not properly cleaned".
- B. If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage which has not been properly cleaned.
- C. The amount withheld shall be calculated daily beginning the day after the stipulated correction date.
- D. The amount withheld shall be the "cost per cleanable square foot per day" times the number of square feet affected by the deficiency times the number of days the deficiency continues to exist. The amount withheld shall be cumulative.
- E. Calculation of amount to be withheld shall continue until County's Contract Administrator certifies in writing that deficiency has been cured or until Contractor's Bonding Company

has been notified to take appropriate action under the terms and conditions of the Contractor's Performance Bond.

- F. These factors will be recalculated for renewal years if bid price is different.
- G. Backcharges---Corrective Actions by County or its' Designated Representative.
If, under the provisions of this Contract, Contractor is notified by Maintenance Manager/County Representative to correct defective or nonconforming work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Maintenance Manager/County Representative may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and backcharge Contractor for the costs incurred. Furthermore, if Maintenance Manager/County Representative agrees to or is required to perform work for Contractor, such as cleanup, off-loading or completion of incomplete work, Maintenance Manager/County Representative may, upon written notice, perform such work by the most expeditious means available and backcharge Contractor for the costs incurred.

The cost of backcharge work shall include: (1) Incurred labor costs including all payroll additives; (2) incurred net delivered material costs; (3) incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action; (4) equipment and tool rentals at prevailing rates in the Jobsite area; and a factor of thirty-five percent (35%) applied to the total of items 1 through 4 mentioned above for overhead, supervision and administrative costs.

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

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

Second Occurrence- Written warning to Contractor requesting that the offender not be allowed to work on Fulton County property, and \$50 fine assessed to the Contractor.

Also, County may exercise its option to offer the affected facility(s) to the next lowest bidder if it is considered to be in the best interest and safety of the County.

REMOVAL FOR CAUSE

- A. If Contractor through any cause shall fail to perform the Janitorial Services as specified in the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this agreement are violated by Contractor, the County shall thereupon have the right to immediately terminate this agreement by written notice to Contractor. Said written notice will be sent via certified mail to Contractor at the last address given to the County by Contractor. Notification is considered complete upon mailing, via certified mail, by County. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.
- B. Any decision to invoke the penalties delineated in this section will be made solely by the Director/Deputy Director of the General Services Department of Fulton County, and may be based upon recommendations from the Area Managers for Greater Fulton, Central Fulton, and Building Services Manager.
- C. The County reserves the right to contact Contractor's bonding company to have them take appropriate action under the terms and conditions of the Contractor's performance bond.
- D. In the event contract is terminated due to breach of this agreement, the County retains all rights to compensation from Contractor for any and all losses resulting from that breach of contract, to include backcharges plus punitive damages.

TERMINATION WITHOUT PREJUDICE

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

SERVICE REQUIREMENTS

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

1. PERSONNEL:

A. Employees:

1. Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of

employees employed in accordance with established BOMA standards to adequately provide the proper cleaning services to meet contractual specifications, County has provided , in writing, the expected total of employees and/ or hours required to adequately clean the facilities and meet Fulton County standards. Failure by the Contractor to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

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

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

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

B. Supervision:

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

2. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:**A. Furnished by the County**

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

B. Furnished by the Contractor

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

surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.

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

3. SERVICES REQUIRED

A. Restroom Cleaning:

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal, virucidal, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Contractor.
3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.
4. Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

B. Floors

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.
2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.
3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material and method suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.
5. **Floor Finishing:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited.
7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extraction utilizing a method suitable for the type of carpet or rug; remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive

fuzziness from the extract process. Dry cleaning methods should be employed whenever appropriate.

9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
10. **Stripping and Refinishing Hardwood/Laminate Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
11. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

C. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
2. **Low Dusting:** Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. **High Dusting:** Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.
5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of

trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.

6. **Metal Cleaning and Polishing:** Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust and grime.

D. Waste Removal

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

E. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas on a daily basis. Wash and steam clean all receptacles used in the collection of food remnants on a quarterly basis and away from food handling areas. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for

waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.

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

F. Break Room Cleaning:

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

G. Special Areas

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

Center cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

5. **Pool Deck Cleaning:** Pool Deck is considered clean when all areas are clean and free of dirt, mold and mildew. All surfaces must be thoroughly cleaned and free from encrustation and excess water. All seats and cushions must be cleaned thoroughly and be free from mold and mildew. Pool deck cleaning will also include emptying and cleaning all trash receptacles, inserting new liners, wiping all reflectors and light panels, and cleaning all dressing rooms thoroughly. Return all bath towels and wash cloths to designated area. Periodic pressure washing must be done with chemicals prescribed and provided by Fulton County and/ or its designated representative.
6. **Kitchen Cleaning to include all Offices, Serving Lines, & Restrooms:** Kitchen is considered clean, with regard to this contract, when the floors, mats, walls and trash containers are free from dirt, grease, mold, dust, and mildew. All floors must be free from grease, dirt and mildew. Scrubbing will be required for floors, grout, baseboards and corners. Clean all drain pipes. All floor mats must be clean and free from excess moisture, dirt and mildew. All walls must be free from graffiti, mildew and mold. Refill all soap and paper towel dispensers. Clean exterior of all appliances. Clean all Kitchen Offices and Restrooms in accordance with existing standards described in the bid document.
7. **Medical Area Cleaning:** Contractor must wear gloves at all times while working within the medical area. At no time is the contractor to handle Medical Hazardous Waste. This waste must be handled by a separate medical waste management contractor through the site manager. All cleaning is to be done with a substance/germicide/disinfectant suitable for killing germs and disinfecting, and must be cleaned in accordance with JCAHO standards. All staff cleaning medical areas must be trained in proper use of Personal Protective Equipment and procedures associated with handling hazardous materials.
8. **Holding Cells:** Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold, and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks, and spots. This includes doors, doorframes, and molded seating areas. Window or glass view areas will be cleaned and present clear, streak-free surfaces. Project / Site Manager will coordinate with Police Department and Contract Administrator to establish cleaning times.
9. **Courtrooms:** In addition to the normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted up, any debris removed, and all surfaces of bench and pad properly cleaned.
10. **Beauty Salon:** The Beauty Salon is considered clean when all areas are clean and free of dusts, spots, stains, rust, mold, encrustation and excess moisture. Beauty Salon cleaning includes vacuuming, sweeping, scrubbing, and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and

chrome surfaces, water closets, shelves, wash basins and mirrors. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Beauty Salon cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

CLEANING SCHEDULE

Table A - General Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean waste receptacles and replace liners.	Daily
3	Remove refuse from sand urns and clean outside of containers.	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	Daily
5	Dust window sills and all other surfaces up to 70" high	Daily
6	Damp wipe all telephones and related equipment using antiseptic treated cloths.	Daily
7	Clean all janitorial closets.	Daily
8	Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 70" high.	Daily
9	Dust all surfaces between 70" and 144" high.	Weekly
10	Remove dirt and streaks from all surfaces between 70" and 144" high.	Weekly
11	Dust Venetian blinds.	Weekly
12	Remove debris & dust top of vending machines	Weekly
13	Moves recycle paper in wheeled containers to designated area (and returns empty containers to normal locations).	As Necessary
14	Vacuum upholstered furniture	Monthly
15	Clean Venetian blinds.	Yearly

Table B - Lavatory, Locker Room and Bath Room Cleaning Services Performed	Frequency of Service

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

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

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

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

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

Table G - Medical/Dental Office Cleaning Services Performed		Frequency of Service
1	Empty wastebaskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean all waste receptacles and replace liners	Daily
3	Dust office furniture and damp wipe or polish all desk tops where papers are cleared.	Daily
4	Dust window sills and other surfaces up to 70"	Daily
5	Damp wipe all telephones and related equipment using antiseptic treated cloth.	Daily
6	Remove dirt and streaks from doors, doorframes, walls, threshold plates, windows, partitions, brass and light switches.	Daily
7	Dust Venetian blinds	Daily
8	Vacuum all carpets including edges, corners, rugs and all floor coverings.	Daily
9	Vacuum upholstered furniture.	Monthly
10	Clean all light fixtures and vents.	Monthly
11	Clean Venetian blinds.	Yearly

Table H - Kitchen Cleaning Services to be Performed		Frequency of Service
1	Empty and clean all trash containers, taking contents to designated area. Replace all liners.	Daily
2	Clean exterior of aluminum recycle bins	Daily

3	Sweep and scrub all floors, grout, and baseboards using degreaser / germicidal disinfectant.	Daily
4	Clean all window sills, walls, doors, and telephones	Daily
5	Refill all soap and paper towel dispensers	Daily
6	Clean all floor mats with degreaser / germicidal disinfectant.	Daily
7	Clean all sinks, counter tops, dispensing machines, water fountains, & exterior of appliances	Daily
8	Clean all drain pipes	2 x Weekly
9	Clean all light fixtures and vents	Weekly

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

Table J – Break-Room Cleaning Services to be Performed		Frequency of Service
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals.	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas.	Daily

6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2 x Weekly
8	Clean exterior of microwave oven, refrigerator & cupboards	2 x Weekly
9	Clean all light fixtures and vents	Monthly

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

FACILITIES LIST

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

GROUP A
GOVERNMENT CENTER COMPLEX

	<u>Building Name</u>	<u>Address</u>	<u>ZIP</u>	<u>Total Sq Ft</u>
1.	Government Center	141 Pryor Street SW	30303	551,840
2.	Public Safety Building	130 Peachtree Street SW	30303	75,100

Total Gross Square Footage of Group A **626,940**
Estimated Total Square Footage to be Cleaned **526,630**

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

GROUP B
JUSTICE FACILITIES

	<u>Building Name</u>	<u>Address</u>	<u>ZIP</u>	<u>Total Sq Ft</u>
1.	Justice Center Tower	185 Central Avenue SW	30303	615,000
2.	Carnes Justice Center Bldg	160 Pryor Street SW	30303	142,396
3.	Fulton County Court House	136 Pryor Street SW	30303	274,628
4.	Powell Juvenile Justice Fac.	395 Pryor Street SW	30312	158,300

Total Gross Square Footage of Group B **1,190,324**
Estimated Total Square Footage to be Cleaned **999,873**

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

GROUP C
**CENTRAL LIBRARY, AUBURN LIBRARY, MARTIN LUTHER KING LIBRARY
& PUBLIC DEFENDER BULDING**

	<u>Building Name</u>	<u>Address</u>	<u>ZIP</u>	<u>Total Sq Ft</u>
1.	Central Library	1 Margaret Mitchell Place	30350	295,000
2.	Auburn Research Library	101 Auburn Avenue	30303	69,910
3.	Public Defender Building	230 Peachtree Street SW	30303	29,484
4.	MLK Public Library	409 Jackson St.	30303	4,100
5.	Peachtree	1315 Peachtree Street NE	30309	9,800
6.	Mechanicsville Library	400 Formwalt Street	30312	6,700

Total Gross Square Footage of Group C **414,994**
Estimated Total Square Footage to be Cleaned **348,595**

Core operating hours for Public Defender Building are 8:30 a.m. to 5:00 p.m. Monday-Friday and requires day porter support and periodic night cleaning. Central and Auburn Libraries are open seven days a week and require both day porter support and night cleaning. MLK, Peachtree, and Mechanicsville Libraries are open six days a week and require night cleaning.

**GROUP D
NORTH FULTON LIBRARIES**

	<u>Building Name</u>	<u>Address</u>	<u>ZIP</u>	<u>Total Sq Ft</u>
1.	Alpharetta	238 Canton Street	30004	10,388
2.	Bankhead Courts	1415 Maynard Road NW	30331	1,600
3.	Bowen Homes	2880 Yates Drive	30318	1,600
4.	Buckhead	269 Buckhead Ave NE	30305	19,488
5.	Dogwood	1838 Bankhead Hwy NW	30318	6,200
6.	East Atlanta	400 Flat Shoals Road SE	30316	7,500
7.	Kirkwood	106 Kirkwood Road NW	30317	7,500
8.	*Northeast Regional	4720 Old Alabama Road	30076	25,000
9.	Northside	3295 Northside Pkwy NW	30327	11,070
10.	Adamsville/Collier Hts	3424 M.L. King Drive	30331	11,368
11.	Ponce de Leon	980 Ponce de Leon Ave NE	30306	10,815
12.	*Roswell Branch	115 Norcross Street	30075	23,716
13.	*Sandy Springs	395 Mt. Vernon Hwy NE	30328	30,438
14.	*Fulton Library at Ocee	5090 Abbotts Bridge Rd	30005	25,000
15.	Perry Homes Library	2121 Hollywood Rd	30318	13,563

Total Gross Square Footage of Group D	205,246
Estimated Total Square Footage to be Cleaned	172,407

All libraries are open Monday thru Saturday and require nightly cleaning six days/week. Those marked with * are also open Sunday and require nightly cleaning seven days/week.

**GROUP E
SOUTH FULTON LIBRARIES**

	<u>Building Name</u>	<u>Address</u>	<u>ZIP</u>	<u>Total Sq Ft</u>
1.	Adams Park	2231 Campbellton Road	30311	7,500
2.	Cleveland	47 Cleveland Avenue	30315	13,000
3.	College Park	3647 Main Street	30337	7,500
4.	*East Point	2757 Main Street	30354	10,000
5.	Fairburn/Hobgood-Palmer	60 Valley View Drive	30213	9,580
6.	Hapeville	525 King Arnold Street	30354	5,000
7.	*South Fulton	4055 Flat Shoals Road SW	30291	15,300
8.	*Southwest Regional	3665 Cascade Road SW	30331	27,270
9.	Stewart-Lakewood	2893 Lakewood Avenue SW	30315	10,275
10.	Thomasville Heights	1700 Thomasville Drive SE	30315	1,600
11.	Washington Park	1116 M.L. King Drive	30314	7,500
12.	West End	525 Peoples Street SW	30314	7,500

Total Gross Square Footage of Group E	122,025
Estimated Total Square Footage to be Cleaned	102,501

cleaning. Human Services WFD will require night cleaning five (5) times per week. Public Safety Training Center will require day porter support five (5) times per week and night cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

**GROUP G
SENIOR CITIZEN SERVICE CENTERS**

	<u>Building Name</u>	<u>Address</u>	<u>ZIP</u>	<u>Total Sq Ft</u>
1.	H. J. C. Bowden	2885 Church Street	30349	34,652
2.	Camp Truitt	4320 Hershel Road	30337	5,000
3.	Dogwood	1953 Bankhead Hwy. NW	30318	7,155
4.	H. G. Darnell	677 Fairburn Road	30331	33,000
5.	Edgewood (Auburn)	300 Edgewood Avenue NE	30303	5,451
6.	South Fulton (Fairburn)	(Temporarily Closed)	30213	00000
7.	New Horizons	745 Orr Street	30314	7,000
8.	Palmetto	Locke St & Turner Rd	30268	10,000
9.	North Fulton (Warsaw)	1250 Warsaw Road	30076	11,102
10.	Quality Living Services	4001 Danforth Road SW	30331	30,085
11.	D. C. Benson	6500 Vernon Woods Road	30328	43,918
12.	Helene S. Mills	515 John Wesley Dobbs	30312	34,000
13.	Southeast	1650 Newton Circle SE	30312	7,660
14.	Hapeville	Central Park Drive	30354	8,522
15.	Camp Truitt 4-H Ed Ctr	4300 Herschel Dr	30337	5,000

Total Gross Square Footage of Group G	242,545
Estimated Total Square Footage to be Cleaned	203,738

*All Senior Centers require day porters and nightly cleaning. Camp Truitt 4-H Ed Ctr will require day time cleaning three (3) times per week, some periodic night cleaning, and no day porter. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required. Bidder must be JCAHO certified.

**GROUP H
ART CENTERS & HAMMOND HOUSE**

	<u>Building Name</u>	<u>Address</u>	<u>ZIP</u>	<u>Total Sq Ft</u>
1.	Abernathy Arts Center (2 buildings)	254 Johnson Ferry Rd	30328	8,362
2.	West End Arts Center	945 Ralph Abernathy Blvd.	30310	5,760
3.	Hammond House	503 Peoples Street	30310	6,200
4.	South Fulton Arts Center	4399 Butner Road	30349	42,225
5.	Southwest Arts Center	915 New Hope Road SW	30331	13,500

Total Gross Square Footage of Group H	76,047
Estimated Total Square Footage to be Cleaned	63,880

*All Art Centers will require Day Porter support and nightly cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

GROUP I DAY PORTERS

Day porters are normally required at all Justice Facilities, Senior Centers, Art Centers, Public Defender, Central and Auburn Libraries during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility.

Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

CHECKLIST

The following list is a summary of items which are to be included with any bid submitted in order for it to be considered. Five (5) copies of the complete bid package are to be submitted. At least one copy must contain original signatures and should be clearly marked "Original" or "Master". Other copies may be photocopies of the signed original. Bidder certifies by signing this sheet that (s)he has either attended the pre-bid conference or viewed and understood the content of the audio/video recording of that pre-bid conference.

1. Every page of this invitation to bid with all signature blocks completed
2. All Addenda (if any) to this ITB, properly completed and signed
3. Remarks or exceptions to the specifications (If applicable)
4. At least three references of the type required
5. Organizational chart and required information on Account Executive, Site Manager, and internal policies and procedures
6. Key Control Plan
7. Pilferage & Vandalism Plan
8. Subcontractor/Joint Venture Partner Information
9. Promise of Non-Discrimination (Exhibit A); Employment Report (Exhibit B); Joint Venture Disclosure Affidavit (Exhibit F) properly completed. Subcontractor Utilization requirements.

- 10. Required financial statements
- 11. Detailed Quality Control Plan
- 12. Sample Inspection Checklist
- 13. Contingency Plan(s)
- 14. Bid Bond for five percent (5%) of the amount bid for the first year of service
- 15. Proof of ability to obtain required Performance & Payment Bonds if awarded contract
- 16. Proof of ability to obtain required insurance from qualified agent if awarded contract
- 17. Bid Pricing Sheets

Failure to submit the required documents mentioned above shall result in disqualification from this bid for being deemed non-responsive.

END OF SECTION 9 – TECHNICAL SPECIFICATIONS

Remarks or Exceptions:

SECTION 10

PRICING FORMS

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

PRICING SCHEDULE

There are three (3) pricing lines for each group. The first line is for an initial contract term of 12 months (from start of service on or about January 1, 2006 through December 31, 2006). The second and third line is for the two (2) one (1) year renewal options (January 1 through December 31, 2007 & 2008). "Annual \$ Amount" will always be twelve (12) times the "Monthly \$ Amount".

"\$/SqFt" is the annual (12 month) dollar amount divided by the number of cleanable square feet. "Additional Services/Hour" is not for day porters. That line is for emergency-type services, such as responding to a roof leak during periods when there is no company staff on-site (i.e., early morning or late evening hours or weekends). Services provided in such circumstances will be requested by the Contract Administrator or designee, and will be charged to the contingency line in the contract. Adjustments will be made for changes in cleanable square footage (additions or subtractions) requested by the County.

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

GROUP A - Government Center Complex (526,630 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$/ SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (thru 2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

Minimum Required Day Porter Service

**Group A
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Government Center	40	251	10,040		
Public Safety	4	251	1,004		
TOTAL	44	251	11,044		

DAY PORTERS (Group A)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Hour
12-Month Contract (thru 2006)			
12-Month Renewal Option (thru 2007)			
12-Month Renewal Option (thru 2008)			

GROUP B - Justice Facilities (999,873 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

Minimum Required Day Porter Service

**Group B
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Justice; Carnes; FCC	56	251	14,056		
Juvenile Court	32	251	8,032		
TOTAL	88	251	22,088		

DAY PORTERS (Group B)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Hour
12-Month Contract (thru 2006)			
12-Month Renewal Option (thru 2007)			
12-Month Renewal Option (thru 2008)			

**GROUP C – Central, Auburn, Peachtree, Mechanicsville and Martin Luther King Libraries
& Public Defender
(348,595 Cleanable Square Feet)**

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

Minimum Required Day Porter Service

**Group C
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032		
Auburn Library	2	251	502		
Public Defender	8	251	2,008		
TOTAL	42	251	10,542		

DAY PORTERS (Group C)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Hour
12-Month Contract (thru 2006)			
12-Month Renewal Option (thru 2007)			
12-Month Renewal Option (thru 2008)			

GROUP D – North Fulton Libraries (172,407 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

GROUP E – South Fulton Libraries (102,501 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

GROUP F– Other Offices (North) (52,905 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

GROUP F– Other Offices (South) (34,274 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

Minimum Required Day Porter Service

**Group F (South)
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Public Safety Center	8	251	2,008		
TOTAL	8	251	2,008		

DAY PORTERS (Group F)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Hour
12-Month Contract (thru 2006)			
12-Month Renewal Option (thru 2007)			
12-Month Renewal Option (thru 2008)			

GROUP G – Senior Citizens Service Center (203,738 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

Minimum Required Day Porter Service

**Group G
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016		
Camp Truitt	5	251	1,255		
Dogwood	5	251	1,255		
H.G. Darnell	16	251	4,016		
Edgewood/Auburn	5	251	1,255		
South Fulton (Fairburn)	16	251	4,016	Temporarily closed	
New Horizons	5	251	1,255		
Palmetto	5	251	1,255		
North Fulton (Warsaw)	5	251	1,255		
QLS	8	251	2,008		
D.C. Benson	16	251	4,016		
Mills	16	251	4,016		
Southeast	5	251	1,255		
Hapeville	5	251	1,255		
TOTAL	128	251	32,128		

DAY PORTERS (Group G)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Hour
12-Month Contract (thru 2006)			
12-Month Renewal Option (thru 2007)			
12-Month Renewal Option (thru 2008)			

GROUP H – Art Centers & Hammond House (63,880 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

Minimum Required Day Porter Service

**Group H
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Abernathy Arts 1& 2	4	251	1,004		
West End Arts	2	251	502		
Hammond House	2	251	502		
South Fulton Arts	16	251	4,016		
Southwest Arts	6	251	1,506		
TOTAL	30	251	7,530		

DAY PORTERS (Group H)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Hour
12-Month Contract (thru 2006)			
12-Month Renewal Option (thru 2007)			
12-Month Renewal Option (thru 2008)			

GROUP I - Day Porters

Period	\$ / Hour
12-Month Contract (2006)	
12-Month Renewal Option (thru 2007)	
12-Month Renewal Option (thru 2008)	

Minimum Required Day Porter Service

**Group A
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Government Center	40	251	10,040		
Public Safety	4	251	1,004		
TOTAL	44	251	11,044		

Minimum Required Day Porter Service

**Group B
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Justice; Carnes; FCC	56	251	14,056		
Juvenile Court	32	251	8,032		
TOTAL	88	251	22,088		

Minimum Required Day Porter Service

**Group C
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032		
Auburn Library	2	251	502		
Public Defender	8	251	2,008		
TOTAL	42	251	10,542		

Minimum Required Day Porter Service

**Group F (South)
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Public Safety Center	8	251	2,008		
TOTAL	8	251	2,008		

Minimum Required Day Porter Service

**Group G
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Bowden Senior Center	16	251	4,016		
Camp Truitt	5	251	1,255		
Dogwood	5	251	1,255		
H.G. Darnell	16	251	4,016		
Edgewood/Auburn	5	251	1,255		
South Fulton (Fairburn)	16	251	4,016	Temporarily closed	
New Horizons	5	251	1,255		
Palmetto	5	251	1,255		
North Fulton (Warsaw)	5	251	1,255		
QLS	8	251	2,008		
D.C. Benson	16	251	4,016		
Mills	16	251	4,016		
Southeast	5	251	1,255		
Hapeville	5	251	1,255		
TOTAL	128	251	32,128		

Minimum Required Day Porter Service

**Group H
Day Porters**

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Abernathy Arts 1 & 2	4	251	1,004		
West End Arts	2	251	502		
Hammond House	2	251	502		
South Fulton Arts	16	251	4,016		
Southwest Arts	6	251	1,506		
TOTAL	30	251	7,530		

Matrix

Full Time Equivalent Breakdown

Location	Total Sq Ft	Cleanable Sq Ft	Recommended Dly Hrs	Recommended Dly FTEs (8)	Recommended Wkly FTEs (40)
Group A					
Government Center Tower	551,840	463,546	151.98	19.00	3.80
Public Safety Building	75,100	63,084	20.68	2.59	0.52
Group A Totals	626,940	526,630	172.67	21.58	4.32
Group B					
Justice Center Tower	615,000	516,600	169.38	21.17	4.23
Judge Carnes Building	142,396	119,613	39.22	4.90	0.98
Lewis R. Slaton Jr. Courthouse	274,628	230,688	75.64	9.45	1.89
Judge Romae Powell Juvenile Justice	158,300	132,972	43.60	2.65	1.09
Group B Totals	1,190,324	999,873	327.83	38.18	8.20
Group C					
Central Library	295,000	247,800.00	81.25	10.16	2.03
Auburn Research Library	69,910	58,724.40	19.25	2.41	0.48
Public Defender Building	29,484	24,766.56	8.12	1.02	0.20
Dr. Martin L. King, Jr. Public Library	4,100	3,444.00	1.13	0.14	0.03
Peachtree Library	9,800	8,232.00	2.70	0.34	0.07
Mechanicsville Library	6,700	5,628.00	1.85	0.23	0.05
Group C Totals	414,994	348,594.96	114.29	14.29	2.86
				1FTE = 8hrs	1FTE = 40hrs

ALTERNATE BID

Companies bidding on more than one group may offer alternate pricing if awarded more than one group. Use the tables and space below to identify the facility groups involved and pricing offered.

Period	Monthly \$ Amount	Annual \$ Amount	\$ / SqFt*	Additional Svcs \$ / Hr**
12-Month Contract (2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

DAY PORTERS

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Hour
12-Month Contract (thru 2006)			
12-Month Renewal Option (thru 2007)			
12-Month Renewal Option (thru 2008)			

Any award will be based on the decision of Fulton County as to what constitutes the best combination of quality of service, cost of service, and term of service.

END OF SECTION 10 – PRICING FORMS