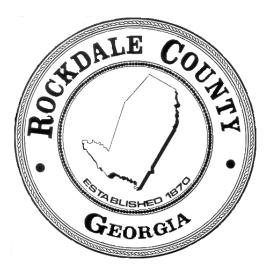
REQUEST FOR PROPOSALS

No. 23-19

ROCKDALE COUNTY, GEORGIA

August 1, 2023

PEST CONTROL SERVICES FOR COUNTY FACILITIES



ROCKDALE COUNTY FINANCE DEPARTMENT PROCUREMENT OFFICE 958 Milstead Avenue CONYERS, GA 30012 770-278-7552

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for the **Pest Control Services for County Facilities.** Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, at <u>Adrienne.m.brown@rockdalecountyga.gov</u> or the following address:

Rockdale County Finance Department Purchasing Division Attn: Adrienne Brown 958 Milstead Avenue Conyers, GA 30012 Phone: (770) 278-7557, Fax: (770) 278-8910 E-mail: <u>adrienne.m.brown@rockdalecountyga.gov</u>

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

PROPOSAL COPIES FOR EVALUATION:

Technical Proposal:

Three (3) hard copies, one (1) original hard copy, two (2) photocopies, and one (1) USB Flash Drive in Adobe PDF format will be required for review purposes. (Original must be clearly marked "Original" and the Copies clearly marked "Copies."). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

Price Proposal:

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled "Proposal Form". A copy of the Proposal Form must also be included on the USB Flash Drive.

CONTRACT TERM:

Twelve (12) Months from date of Notice-to-Proceed (NTP) with option to renew two (2) additional 12month periods, renewable each year under the same prices, terms, and conditions.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases

and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than <u>2:00 P.M., local time, Thursday, August 31</u>, **2023.** Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

There will be a <u>MANDATORY</u> Pre-Proposal Conference held at the Rockdale County Administration Building, 958 Milstead Ave., Conyers, GA 30012, at 10:00 a.m., local time, <u>Wednesday, August 16,</u> <u>2023</u>. Any questions and/or misunderstandings that may arise from this RFP may be asked and answered at the pre-proposal conference; however, oral responses are not authoritative. Proposers are encouraged to review the RFP before attending the pre-proposal conference. Questions received after the pre-proposal conference must be submitted in writing to <u>adrienne.m.brown@rockdalecountyga.gov</u> or at the above address. *Any contractor who intends to submit a proposal is required to attend this meeting.*

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to <u>Adrienne.m.brown@rockdalecountyga.gov</u> or at the above address no later than **2:00 p.m., local time, on Thursday, August 24, 2023**. It shall be the proposer's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at <u>www.rockdalecountyga.gov</u>, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at <u>www.rockdalecountyga.gov</u> Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the proposer's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

QUANTITIES

The quantities listed in the Proposers Response Schedule are provided as an estimate for proposal purposes. The County will not be obligated to quantities beyond actual needs.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the

opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at <u>www.rockdalecountyga.gov</u> Bid Opportunities.

The Local Vendor Preference Policy: will <u>/</u> / will not _____ apply to this RFP.

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

Policy #R-2015-08 includes the following language:

The Rockdale County Board of Commissioners only purchases energy star rated equipment and appliances that are economically responsible and reduce resource consumption and waste within federal, state, and local laws. The County will only purchase recycled copy, computer, and fax paper with at least 30 percent recycled content.

A copy of the policy may be viewed and downloaded by visiting the website at <u>www.rockdalecountyga.gov</u> Bid Opportunities and scrolling down to the bottom of the page.

OPEN RECORDS

The contents of the qualifications will not be made public until after an award and contract has been executed.

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County's will provide the "Selection Package" at the time of the Selection Announcement (also referred to as the Announcement of Entering into Negotiations). The "Selection Package" will include the scores of phases for all firms who responded and will typically be provided as a PDF file and e-mailed.

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

EVALUATION CRITERIA:

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- Staffing and Availability Evaluation of the list of personnel specifically assigned to the RFP proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project. Organization and Staffing, evaluation of the workload of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County. (35%)
- Experience/Performance Review of personnel qualifications and experience. Management approach to projects, past performance on projects of similar nature and complexity as the proposed project. Evaluation of client references including but not limited to references submitted in qualification response; overall responsiveness to County's needs. Provider financial capability, qualifications and experience. (35%)
- Approach Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. (15%)
- Cost (15%)

INTERVIEWS

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

<u>Coverages:</u>	<u>Limits of Liability:</u>					
Workers' Compensation Employers' Liability Bodily Injury Liability except Automobile Property Damage Liability except Automobile Personal & Advertising Injury Limit Products / Completed Ops. Automobile Bodily Injury Liability Automobile Property Damage Liability	Statutory \$1,000,000.00 \$1,000,000.00 each occurrence \$1,000,000.00 aggregate \$1,000,000.00 aggregate \$1,000,000.00 \$2,000,000.00 aggregate \$1,000,000.00 each person \$1,000,000.00 each occurrence \$1,000,000.00 each occurrence					
(If hazardous substances are involved) Contractor's Pollution Liability (with 1-year extended reporting period) Each Occurrence \$1,000,000.00 Aggregate \$2,000,000.00						
Environmental Impairment Liability (with 1-) Each Occurrence Aggregate	vear extended reporting period) \$1,000,000.00 \$2,000,000.00					

Professional Liability/General Liability \$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to: Rockdale County, Georgia 958 Milstead Avenue Conyers, GA 30012

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

AWARD OF CONTRACT

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.

C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

PIGGYBACKING

Rockdale County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF PROPOSAL:

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

INTEREST OF:

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS

- 1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
- 2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
- 3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
- 4. The following number, RFP No. <u>23-19</u> must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
- 5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
- 6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
- 7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
- 8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
- 9. Telephone, Emailed or Facsimile proposals will not be accepted.
- 10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #308750008
- 11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
- 12. If applicable, warranty information shall be provided.
- 13. Proposers shall state delivery time after receiving order.
- 14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

MINIMUM SPECIFICATIONS FOR PEST CONTROL SERVICE

I. SCOPE OF SERVICE:

A. Contractor shall furnish all insurance, permits, transportation, supplies, materials, machinery, tools, equipment, labor, supervision, technical knowledge, expertise, management, and all things necessary to perform **PEST CONTROL SERVICES**, in accordance with the bid requirements and which shall include the actual performance of insect and rodent control by trained and qualified service technicians at the Rockdale County buildings facilities listed and such other Rockdale County buildings/facilities as may be, from time to time, designated for "one time" service. The work shall include inspecting and performing treatments at existing locations in the performance of service call work and recurring work, provide treatment of rodent infestation and the removal of all dead rodents from the premises. All to be in accordance with the Minimum Specifications and applicable statutes, laws, executive orders, codes, regulations, and standards.

Please note that particular attention shall be paid to kitchen, food preparation and storage areas, breakrooms, cells, restrooms, medical areas, classrooms, and control of surrounding grounds and basements. No areas will be exempt unless specifically designated.

B. This service is to control the following pests:

1. Roaches; 2. Ants; 3. Silverfish; 5. Rats; 6. Mice

- C. In addition, service shall be available to control the following "occasional invaders" when and if necessary and if deemed necessary and ordered by Rockdale County, additional service based on extent and nature of the infestation and scope of work:
 - 1. Houseflies 2. House cricket

3. Fleas

- 4. Ground beetles
- 8. Black widow spiders 9. Mites
- 5. Ticks 6. Millipedes
- 10. Booklice

7. Centipedes

- 11. Indian meal moths
- 12. Bees

- 13. Mediterranean meal moths
- 14. Powder post beetles
- 15. Spiders
- 16. Scorpions
- 17. Drain Flies
- 18. Other Seasonal Pests/Insects commonly found in Georgia
- D. All pest control work shall be performed in a safe manner, in conformance with the most modern and effective scientific pest control procedures, and in compliance with Federal, State and Local ordinances and laws.
- E. Pest Control will be Integrated Pest Management; however, upon request of site personnel contractor should spray areas of concern. Note: Jail and Fire Departments get sprayed each time.
- F. The County does not have an accurate and complete list of square footage on the buildings. It will be a requirement of the awarded contractor to provide the County with a list of square footage on the buildings that they service.

II. **MATERIALS:**

A. All materials used in this pest control service shall conform to Federal, State and Local Ordinances and laws, shall be registered, and approved by the Environmental Protection Agency, the Federal Food and Drug Administration, and the Georgia Agriculture Department, as applicable, and shall be used in strict accordance with the directions of the manufacturer. Any materials determined to be unacceptable to Rockdale County shall not be used. Materials to be used:

1. Cypermethrin, orthoboric acid, Cynoff, Bifenthrin (or acceptable equal) — for roaches, ants, and silverfish:

(Bidder specify brand name and manufacturer)

2. An anti-coagulant for rats — or an acceptable equal:

(Bidder specify brand name and manufacturer)

3. Mice trap, or an anti-coagulant for mice — or an acceptable equal:

(Bidder specify brand name and manufacturer)

- B. Materials shall be used with all due precautions to obviate the possibility of accidents to humans, domestic animals, and pets, and in accordance with manufacturer's suggested safety provisions.
- C. Special care shall be exercised in the use of liquid insecticides and rodenticide in areas having an asphaltic, or linoleum floor, or a varnished wood surface.

III. LICENSE:

Bidders must possess and provide a copy of the appropriate structural license or commodity fumigation license administered by Georgia Department of Agriculture. Bidders place license number below:

IV. TREATMENT SCHEDULE:

Additional inspections and treatment (call-back service) for listed buildings/facilities shall be made as deemed necessary by either the Pest Control Service Company or Rockdale County. Such call-back service, as well as calls for "one-time" service shall be made promptly when requested by the County. All facilities shall be treated once a month, unless otherwise specified. Treatment call-back must be within 24 hours but for the Jail will be as soon as possible or less than 24 hours.

V. SCHEDULE, RECORD KEEPING, AND PRICING:

All services shall be rendered at such time and in such a manner as to cause a minimum of interference with County employees and other persons in or about the premises. Where indicated, for those facilities that has the requirement to call in advance before servicing — <u>THIS REQUIREMENT MUST BE FOLLOWED</u>. Vendors who fail to schedule these sites as requested will not be paid for the month's service since all areas will not have been treated.

Service calls shall be coordinated with person or persons named by the Director of each department involved.

In cases where both kitchens and area outside kitchens are sprayed, the two areas must be sprayed simultaneously to preclude pests vacating an area and then returning to it. When spraying is done by two

people, both the company involved, and the department involved will make sure that the second man is not sent away by the mistaken impression that the job is "already done" or that the "man is "already here". It is incumbent on the successful vendor to correlate work through departmental representatives. On each visit to any building/facility, the service representative will check in and out with the building station engineer, facility manager, or other appropriate County representative named by the department director. A service sheet must be signed, and a copy left with the County representative or his/her alternate, as determined above.

Vendor is to provide a **signed service ticket** indicating service has been received by the facility/area treated, in

order for payment to be processed. As stated, an **entire packet of all invoices** should be sent once a month to Rockdale County Finance Department, P.O. Box 289, Conyers, GA 30012. Work tickets should be left at the Senior Center, Sheriff's Office, Water Department and Fire Department locations upon request, but not at general County facilities.

VI. REPORTS AND LOCATIONS:

Conditions found in and around the building/facilities conductive to the breeding and harborage of pests covered by these specifications shall be promptly reported in writing to the contact person of the applicable department, to enable the County to take necessary steps to correct such conditions and ensure effective results from the pest control service. <u>Any Dept. /Div. not listed may obtain treatment by coordinating with Recreation and Maintenance Department.</u>

VII. The above <u>"MINIMUM SPECIFICATIONS FOR PEST CONTROL SERVICE</u>" are to be modified by the following <u>Special Instructions for Pest Control Service</u>":

All buildings having kitchens for food preparation will be serviced a <u>minimum of once each week for the kitchen areas only</u>, in addition to the schedule of service described in the "Minimum Specifications for Pest Control Service". Fire station kitchens will only need to be done once per month. Buildings having such kitchen areas are listed as follows:

Sheriff's Dept / Jail	911 Chambers Drive	Conyers	GA	30012
Senior Services	1240 Dogwood Drive	Conyers	GA	30012

- A. Kitchen areas are to be sprayed <u>simultaneously</u> with areas outside of kitchens when the time for the outside spraying coincides with the more frequent kitchen spraying, to prevent migration of pests away from sprayed areas and later re-entry.
- B. When kitchen areas are sprayed, the spraying is first to be <u>around</u> the perimeter of area, to prevent migration of pests out of area.

IX. <u>CONTRACTOR RESPONSIBILITY</u>:

- A. As may be required to perform the level of effort described in the listed items, the contractor shall furnish all necessary personnel, resources, and equipment necessary for the performance of these efforts. The contractor shall acquire or procure those incidental material items necessary to complete the job.
- B. The contractor is solely responsible for obeying the requirements of any statutes, laws, executive orders, regulations, codes, or consent standards governing the type of work performed.

- C. The contractor is solely responsible for the technique, which will be used to fulfill the terms of the Statement of Work (SOW). Further, the contractor remains solely responsible for control and supervision of employees while performing under this contract.
- D. The contractor is solely responsible for the safety of employees while working on County-owned facilities and locations, when working in tanks and confined spaces. The contractor shall comply with all regulations relating to federally mandated industrial safety, equipment tag out, and environmental control and shall perform atmospheric safety certification when work is required in tanks and unventilated confined spaces.
- E. The contractor shall be responsible for obtaining any certificates, permits, and licenses that may be required for the company and/or personnel that may be required by Local, State, and Federal laws and regulations to support tasks performed under this contract, including any associated fees (including any landfill use fees).
- F. All employees that enter secured facilities of the Rockdale County Government will abide by stringent background investigations and or checks, if required.

~End Minimum Specification~

PROPOSAL FORM

Instructions: Complete all parts of this bid form.

		PRICE SCH	EDULE				
ITEM NO.		LOCATION				UNIT	AMOUNT
	Fire & Rescue	Contact: Robert Kelly	P	hone N	umber:	678-374-01	43
1.	Fire Station No. 1	1831 Conyers Station Road	Conyers	GA	30012	Monthly	
2.	Fire Station No. 2	778 Bell Road	Conyers	GA	30094	Monthly	
3.	Fire Station No. 3	2450 Old Salem Road	Conyers	GA	30013	Monthly	
4.	Fire Station No. 4	3601 Union Church Road	Stockbridge	GA	30281	Monthly	
5.	Fire Station No. 5	2100 Hightower Trail	Conyers	GA	30012	Monthly	
6.	Fire Station No. 6	2681 Hurst Road	Conyers	GA	30094	Monthly	
7.	Fire Station No. 7	1496 Rockbridge Road	Conyers	GA	30012	Monthly	
8.	Fire Station No. 8	1164 Scott Street	Conyers	GA	30012	Monthly	
9.	Fire Station No. 9	2009 Walker Road	Conyers	GA	30012	Monthly	
10.	Training Annex	2150 Iris Drive	Conyers	GA	30012	Monthly	
11.	911/Communications	2120 Farmer Road	Conyers	GA	30012	Monthly	
		FIRE & RESCUE TOTAL	\$				
	Maintenance (Building)	Contact: Miguel Rivera	Phone Nun	1 ber: 7	70-278-7	210	
12.	Administrative Building	958 Milstead Avenue	Conyers	GA	30012	Monthly	
13	Animal Care & Control Center	1506 Rockbridge Road	Conyers	GA	30012	Monthly	

<u>RFP No.23-19</u>

PRICE SCHEDULE ITEM UNIT AMOUNT LOCATION NO. 14. BOC Office 962 Milstead Avenue Conyers GA 30012 Monthly C.E. Steele 15. Community Center 1040 Oakland Avenue Conyers GA 30012 Monthly Court Annex (HR & 16. 30012 BOA) 961 / 981 Milstead Avenue Conyers GA Monthly 17. 874 Main St 30012 Monthly Magistrate /Probate Conyers GA Court 18 30012 Courthouse 922 Court Street Conyers GA Monthly 19. 30012 JP Carr Community 981 Taylor Street Conyers GA Monthly Hall 20. JP Carr Service 30012 987 Taylor Street Conyers GA Monthly Center 21. Veterans Services 30012 983 Taylor Street Conyers GA Monthly Elections 1115,1117,1119,1127 West Ave 22. /Extensions/PD/Storm GA 30012 Conyers Monthly water 23. 30012 Olivia Haydel Senior 1240 Dogwood Drive Conyers GA Monthly Services Center Parker Road Records 24. 1400 Parker Road 30012 storage Convers GA Monthly 25. 2570 Old Covington Highway GA 30012 Monthly Transportation / Fleet Conyers Tech Services - Suite 26. 1329 Portman Road ABC Conyers GA 30012 Monthly Portman Drive -27. 1329 Portman Road Suite E Conyers GA 30012 Monthly Environmental Health 28. 1329 Portman Road 30012 – Suite F Conyers GA Monthly General Services -29. 1329 Portman Road GA 30012 Monthly Conyers Suite J Tax Commissioners 30. 969 Pine Street Office Conyers GA 30012 Monthly 30012 **RJC** Restorative Conyers Ga Monthly 31 2800 Hwy 138 Justice Complex DA /Public Ga 30012 Conyers Monthly 32. 882 N Main St. NW Defender Conyers Ga 30012 Monthly 33. Accountability Lab 1147 West Ave. 30012 Conyers GA Monthly New EMA/911 3500 E Fairview Rd SW 34. **MAINTENANCE (BUILDING) TOTAL** \$

		PRICE SCH	EDULF	2					
ITEM NO.		LOCATION				UNIT	AMOUNT		
	Sheriff	Contact: Kai Oden	Phone Nu	mber: 7	70-278-81	07	7		
35.	Sheriff's Office	911 Chambers Drive	Conyers	GA	30012	Monthly			
36.	Sheriff's Office	3552 Hwy 20 SE	Conyers	GA	30013	Monthly			
37.	Sheriff's Office	2345 Sigman Industrial	Conyers	GA	30012	Monthly			
38.	Sheriff's Office	2385 Sigman Industrial	Conyers	GA	30012	Monthly			
39.	Sheriff's Office	2135 Sigman Road NE	Conyers	GA	30012	Monthly			
40.	Sheriff's Office	2100 Plunket Road (Gun Range)	Conyers	GA	30012	Monthly			
41.	Sheriff's Office – Suite D	1329 Portman Road	Conyers	GA	30012	Monthly			
	SHERIFF'S TOTAL \$								
	Parks	Contact: Reginald Camon	Phone Nu	mber: 4	04-313-11	.43			
42.	Black Shoals Retreat House	3001 Black Shoals Rod NE	Conyers	GA	30012	Monthly			
43.	Johnson Park	1791 Ebenezer Road	Conyers	GA	30012	Monthly			
44.	Tennis Center	1370 Parker Road	Conyers	GA	30012	Monthly			
45.	Costley Mill Event Hall	2579 Salem Church Rd	Conyers	Ga	30012	Monthly			
46.	Costley Mill Park Welcome center	2455 Costley Mill Rd	Conyers	GA	30012	Monthly			
47.	Costley Mill Park Bride House	2455 Costley Mill Rd	Conyers	GA	30012	Monthly			
48.	Costley Mill Grooms House	2455 Costley Mill Rd.	Conyers	GA	30012	Monthly			
49.	Haralson Mill House	4279 Haralson Mill Rd NE	Conyers	Ga	30012	Monthly			
		PARKS TOTAL	\$						

ITEM NO.	LOCATION						UNIT PRICE	AMOUN	
	Water	Contact(s):			Phone Num	ber(s)	•	-	
		Wanda Lester (W	TL)		770-278-744				
50.	RWR Water	940 N Main St.			Conyers	GA	30094	Monthly	
51.	Almand Branch	380 Morris Drive	(AS	S)	Conyers	GA	30094	Monthly	
52.	Honey Creek	4100 Troupe Smith	Road (A	S)	Conyers	GA	30094	Monthly	
53.	Scott Creek Plant	1285 Hwy 212	(A	S)	Conyers	GA	30094	Monthly	
54.	Snapping Shoals	3175 Old Salem Ro	oad (As	S)	Conyers	GA	30013	Monthly	
55.	Wastewater Treatment Plant (Quigg Branch)	2440 Tatum Road	(AS	5)	Conyers	GA	30013	Monthly	
56.	Water Engineering Suite G	1329 Portman Driv	re (W	L)	Conyers	GA	30013	Monthly	
57.	Water Engineering – Suite H	1329 Portman Driv	re (W	L)	Conyers	GA	30094	Monthly	
58.	Water Central Maintenance	2420 Tatum Road	(CC	3)	Conyers	GA	30013	Monthly	
59.	Water Treatment Plant	3090 Gees Mill Ro	ad (Hl	H)	Conyers	GA	30013	Monthly	
60.	Hightower Pump Station	1055 Pleasant Hill	Road (H	P)	Conyers	GA	30012	Monthly	
61.	Lorraine Tank Pump Station	4904 East Fairview	Road (H	IP)	Stockbridge	GA	30281	Monthly	
62.	Raw Water Pump Station	2001 Centennial O Parkway (HP)	lympic		Conyers	GA	30013	Monthly	
63.	Ground Storage Tank Pump Station	4848 Lenora Churc	ch Road (H	HP)	Conyers	GA	30039	Monthly	
64.	Ground Storage Tank Pump Station	2540 Lake Rockaw	ay Road (H	HP)	Conyers	GA	30012	Monthly	
		WATER TOTA	L		\$	1	1	-	
65.	Call Back Charge		All Locatio	ons				Each	
66.	Emergency Charge		All Locatio	ons				Each	
67.	Treatment for Rodent	_	All Locatio					Each	

NOTES TO SUPPLIER

NOTE 1: Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

NOTE 2: Rockdale County reserves the right to increase or decrease the listing of facilities or the services at any time during the term of the contract.

<u>NOTE 3</u>: It is the responsibility of the contractor to inspect jobsites prior to submitting proposals. Addresses are included as part of this RFP package. All sites are to be maintained according to the contract specifications and standards.

NOTE 4: All contractor personnel must have badges and shirts identifying themselves with their company name.

NOTE 5: All Contractors' jobsite <u>liaison personnel</u> must be able to speak, read, and comprehend the English language. Bidder State Compliance:

Yes _____ No _____

NOTE 6: Rockdale County observed holidays are as follows:

NEW YEAR'S DAY NEW YEAR'S DAY	
THIRD MONDAY IN JANUARY MARTIN LUTHER KING'S BIRTHDAY	
LAST MONDAY IN MAY MEMORIAL DAY	
JUNE 19 JUNETEENTH DAY	
JULY 4 INDEPENDENANCE DAY	
1 ST MONDAY IN SEPTEMBER LABOR DAY	
2 ND MONDAY IN OCTORBER INDIGENOUS PEOPLES' DAY	
NOVEMBER 11 VETERANS DAY	
4 TH THURSDAY IN NOVEMBER THANKSGIVING DAY	
4 TH FRIDAY IN NOVEMBER DAY FOLLOWING THANKSGIVING	
DECEMBER 24 CHRISTMAS EVE DAY	
DECEMBER 25 CHRISTMAS DAY	

Whenever a legal holiday occurs on Saturday, the previous Friday will be observed. Whenever a legal holiday occurs on Sunday, the Monday following will be observed.

PROPOSAL FORM

Instruction: Complete both parts of this bid form.

PART I: Addenda Acknowledgements (if applicable) Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART II: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of <u>(name of public employer)</u> has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in ____(city), ____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor, the undersigned subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in ____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE MEON THIS THE _____ DAY OF _____,202_.

NOTARY PUBLIC My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies it compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor will forward notice of user sub-subcontractor has privity of contract). Sub-subcontractors hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in ____(city), ____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC My Commission Expires:_____

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _______. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant:

Date

Printed Name:

k

Alien Registration number for non-citizens

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

Notary Public My commission Expires:

^{*}Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR:

I. <u>INSTRUCTIONS</u>

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

А.	Current address of contractor:		
B.	Previous Name or address of contractor:		
C.	Current president or CEO and years in positio	1:	
D.	Number of permanent employees:		
E.	Name and address of affiliated companies:		

III. <u>FINANCIAL STATUS</u>

A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. <u>LAST COMPLETE FISCAL YEAR</u>:

А.	Revenues (Gross)	
B.	Expenditures (Gross)	
C.	Overhead & Admin (Gross)	
D.	Profit (Gross)	
YEAR PRIOR	<u>. TO "1" ABOVE</u> :	
А.	Revenues (Gross)	
В.	Expenditures (Gross)	
C.	Overhead & Admin (Gross)	
D.	Profit (Gross)	
YEAR PRIOR	. TO "2" ABOVE:	
А.	Revenues (Gross)	
В.	Expenditures (Gross)	
C.	Overhead & Admin (Gross)	
D.	Profit (Gross)	

B. BANKRUPTCIES

2.

3.

- 1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).
- 2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

- 1. What is the Contractor's current bonding capacity?
- 2. What is the value of the Contractor's work currently under contract?

IV. <u>COMPANY EXPERIENCE – SIMILAR PROJECTS</u>

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Project #1: Name and Address:

Date of Project:	
Type of Project:	
Contract Price:	
Owner contact info:	
Architect/Engineer contact info: (if applicable)	
Project #2: Name and Address:	
Dete of Duriest	
Date of Project:	
Type of Project:	
Contract Price:	
Owner contact info:	
Architect/Engineer contact info: (if applicable)	
Project #3: Name and Address:	
Date of Project:	
Type of Project:	
Contract Price:	
Owner contact info:	

Architect/Engineer contact info: (if applicable)

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years?

Has your company been involved in any construction-related	
lawsuits (other than labor or personal injury litigation) filed by, or	
against, you in the last five years?	

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years?

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years?

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years?

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI <u>COMMENTS</u>

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true,

accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me This _____ day of _____

Signature

Notary Public

My Commission Expires:

REFERENCES

Instructions: Type or clearly print all information.

Reference #1		
Name of Project Owner:		
Project Description and Location:		
Contracted	Dollar	Amount:
Completed	Dollar	Amount:
Scheduled Completion Date:		
Actual Completion Date:		
Contact Person's Name:		
Contact Phone:		
Contact Fax:		
Contact		E-mail:
<u>Reference #2</u>		
Name of Project Owner:		
Project Description and Location:		
Contracted	Dollar	Amount:
Completed	Dollar	Amount:
Scheduled Completion Date:		
Actual Completion Date:		
Contact Person's Name:		
Contact Phone:		

Contact Fax:			
Contact			E-mail:
Reference #3			
Name of Project Owner:			
Project Description and Location:			
Contracted	Dollar		Amount:
Completed	Dollar		Amount:
Scheduled Completion Date:			
Actual Completion Date:			
Contact Person's Name:			
Contact Phone:			
Contact Fax:			
Contact			E-mail:
Representative's Signature:		Date	
Representative s Signature.		Date	

<u>SAMPLE</u> PEST CONTROL AGREEMENT

The County reserves the right to make any revisions to this contract.

This Agreement is made as of the _____ day of _____, 2023, between

_, a _____ corporation, ("Contractor"), whose address is

_____, and Rockdale County, Georgia, a political subdivision of the

State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012 (the "County"). **1. Sale and Purchase**

Contractor hereby agrees to provide the County, and the County hereby agrees to procure from Contractor, pest control services for the county-owned designated properties listed in the Proposal Form and attached hereto and made a part hereof, ("locations").

2. Term and Termination

- 2.1 This Agreement shall be effective as of the date first set forth above. The term of this Agreement shall be for one (1) year ("Term"), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew two (2) additional 12-month terms.
- 2.2 Either party may terminate this Agreement by giving no less than fifteen (15) days prior written notice to the other party.

3. Specifications

All pest control services provided by Contractor shall conform to the specifications set forth in the County's Request for Proposal (RFP) No. <u>23-19</u> incorporated herein by reference, (hereinafter called "Services"), and Contractor's Proposal/Price Schedule, attached hereto and made a part hereof, (hereinafter called "Proposal").

4. Schedule

4.1 Services shall be provided to the County in accordance with the Price Schedule lined out in the attached Proposal Form to this Agreement.

5. Price and Charges for Service(s)

5.1 All pricing is fixed through the term of this Agreement and shall be as set forth in Contractor's Proposal.

6. Invoicing and Payment

Contractor shall invoice the County for the pest control services provided under this Agreement. All payments due Contractor hereunder shall be made to Contractor at the location indicated on the invoice. Original invoices must be submitted to: Rockdale County Finance Department, P.O. Box 289, Conyers, GA 30012, Reference Contract No. 2023 - ______. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

7. Indemnity

Each party hereby agrees to indemnify and hold harmless the other party from, and form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Services provided by Contractor under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

8. Limitation of Liability

- 8.1 The County acknowledges that there are hazards associated with the use of the pest control chemicals, that it understand such hazards, and that it is responsibility of the County to warn and protect its employees and others exposed to such hazard. Contractor shall provide the County with copies of Material Safety Data Sheets relating to the pest control chemicals used for the County to make such warning, and the County shall hold harmless, indemnify, and defend Contractor from and against any liability incurred by Contractor because such warnings were not made. The County assumes all risk and liability for loss, damages, or injury to persons or to property of the County or others arising out of the presence or use of the pest control chemicals.
- 8.2 No claim of any kind with respect to non-delivery of Services shall be greater than the Unit Price payable hereunder for the Service in respect to which such claim is made and the County's sole and exclusive remedy (except for the remedy of cancellation for material default) for delivery of nonconforming service shall be replacement by Contractor of like service at no additional cost to the County.

9. Force Majeure

- 9.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay or delay in performance which is due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion , flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation or normal sources of supply of labor, materials, transportation, energy, or utilities, accident, act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with act of government and government regulations (whether or not valid), embargo, machinery or equipment breakdown, or any other cause whether similar or dissimilar to any of the causes or categories of cause describe above and which is beyond the reasonable control of the party claiming excuse hereunder.
- 9.2 Either party affected by an event described in Paragraph 10.1, shall, promptly upon learning of such event and ascertaining that it has or will affect its performance hereunder, give notice to the other party, stating the nature of the event, its anticipated duration and any actions being taken to avoid or minimize it effect.

10. Other Supply Source

10.1 If Contractor is unable to supply any of the County's requirement for pest control services, the County may, with Contractor's approval (which approval shall not be unreasonably withheld), purchase such requirements from other qualified vendors during such period of Contractor's inability.

11. Insurance

11.1 The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the Request for Proposal, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

12. Changes in the Contract

12.1 The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an

equitable adjustment will be authorized by Amendment. No modification of the contract is binding unless it is in writing and signed by the parties hereto.

13. Notice

13.1 Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

<u>To the County</u> :	<u>To the Contractor</u> :
Rockdale County, Georgia	
Finance Department – Purchasing Division	Attn:
Attn: Tina Malone	
P. O. Box 289	
Conyers, Georgia 30012	Email:
Email: tina.malone@rockdalecountyga.gov	Phone:
Phone: 770-278-7552	

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

14. Corporate Authority

14.1 Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

15. General Provisions

- 15.1 This Agreement is subject to acceptance by a duly authorized representative of Contractor.
- 15.2 Any dispute between the parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of 60 days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.
- 15.3 If any provision of this Agreement is held invalid by any law and/or regulation, all other provisions hereof shall continue in full force and effect.
- 15.4 This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of law provisions.
- 15.5 In the event of conflict between the terms of this Agreement and any of its Attachments, the terms of the Agreement shall govern.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and

year first above written. Rockdale County, Georgia

By:

Osborn Nesbitt, Sr., Chairman

Contractor's Name Here

By: _____

Name & Title (Typed or Printed)

Attest:

Federal Tax I.D. Number Attest:

Jennifer Rutledge, Executive Director/ County Clerk Approved as to form: Corporate Secretary or Assistant Corporate Secretary

M. Qader A. Baig, County Attorney

SUBCONTRACTORS

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's	Signature:
I C PICSCIIIalive S	Signature.

Date:

PROPOSAL CHECKLIST

THREE (3) HARDCOPIES (one (1) original, two (2) photocopies), and ONE FLASH DRIVE (containing a copy of the Proposal and the Price Proposal in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:

 Proposal Form (See Page 21)
 Proposal Item Table (See Page 16-19)
 References -OR- Contractor's Qualifications Statement & Questionnaire (See Pages 26-32)
 Subcontractors (See Page 37)
 All Applicable Affidavit Forms (See Pages 22-25)
 Proof of Business License
 Proof of Georgia General Contractor or Utility Contractor License
 Proof of GDOT Prequalification

The purpose of this checklist is to remind proposers of the documents generally required for the proposal submittal. It is the proposer's responsibility to include additional documents requested in the proposal that may not be shown on the checklist.