

Haralson County Board of Education



299 Robertson Avenue
Tallapoosa, GA 30176
Phone 770-574-2500 ext. 41224

INVITATION FOR BID FOR Pest Control Contract

Issued on: May 25, 2018
Final Date for Written Questions: June 13, 2018
Bid Due Date: June 20, 2018
Bid Opening: June 21, 2018

In accordance with Federal civil rights law and US Department of Agriculture (USDA) civil rights, regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, age and disability, age, or conducted or funded by USDA.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the form, call (866)632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
2. Fax: (202)690-7442; or
3. Email: program.intake@usda.gov

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DEFINITIONS

- a) **Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.
- c) **Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.
- d) **Contractor** - The provider of the goods and/ or services under the Contract.
- e) **Contract Documents** - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- f) **Invitation for Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.
- g) **NSLP** - National School Lunch Program
- h) **SBP** - School Breakfast Program

SECTION 1 TRANSMITTAL PAGE

The Haralson County Board of Education, School Nutrition Program (Board/SNP) is requesting sealed bids for Pest Control Bid. Bids are due by **June 20, by 5:00 pm**. Bids will be opened at **10:00 on June 21, at the Haralson County Board of Education**.

Bids shall be mailed or delivered to the Haralson County Board of Education, School Nutrition Program, **299 Robertson Avenue, Tallapoosa, GA 30176**. Bids must be enclosed in a sealed envelope and marked "IFB for Pest Control Bid".

Questions regarding this Invitation for Bid shall be directed to **Cindy Jones, Nutrition Director**, cynthia.jones@haralson.k12.ga.us or by phone 770-574-2500 ext. 41224.

Bidders may download solicitations by going to <http://www.haralson.k12.ga.us/>

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I. INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to take care of all pest control needs of the Haralson County Board of Education, through sealed bids.
- b) The Board/SNP is seeking to identify and select one (1) vendor to provide this service as listed in the attached pest control specifications (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Instructions and the IFB.
- c) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on **July 1, 2018**, and terminate **on June 30, 2019**.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three (3) months.
- c) **Renewal Option** - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. BID SUBMISSION PROCEDURES

The Board/SNP is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Board/SNP.

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Pest Control.”**
- b) Bids must be received by the Board/SNP no later than June 20, 2018 by 5:00 pm.
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Haralson County Board of Education
School Nutrition Department
299 Robertson Avenue
Tallapoosa, GA 30176

- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the Board/SNP's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board/SNP.
- e) The Board/SNP has the right to waive any and all informalities.

IV. BID OPENING DATE/TIME/PLACE

Issue Date	May 25, 2018
Final Date for written questions	June 13, 2018
Deadline for submitting bids	June 20, 2018 by 5:00 pm

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single vendor and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the Haralson County Board of Education.
- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately ten (10) days of the opening of the bids. Submitted bids shall remain valid during this ten-day period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

- a) This Invitation for Bid (IFB) is issued by Haralson County Board of Education,. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Haralson County Board of Education
 School Nutrition Program
 299 Robertson Avenue
 Tallapoosa, GA 30176

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this IFB until ([June 13, 2018](#)), in order for a reply to reach all Bidders before the bid closes. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

Vendor Company Name	Haralson Termite & Pest Control
Street Address	P.O. Box 465
City, State, Zip	Rockmart, GA 30153
Contact Person	Mike Clark
Telephone	770-684-1488
Email address	

Vendor Company Name	Wesley Johnson Pest Control
Street Address	102 White Park Drive, Bldg. 400, Suite A
City, State, Zip	Dallas, GA 31232
Contact Person	Ryan Lorren or Bid Department
Telephone	770-445-7186
Email address	

Vendor Company Name	Cook's Pest Control
Street Address	P.O. Box 6
City, State, Zip	Rome, GA 30162
Contact Person	Roger or Bid Department
Telephone	770-386-8163
Email address	

Vendor Company Name	Multi-Pest Services
Street Address	408 Maple Street
City, State, Zip	Carrollton, GA 30117
Contact Person	Joe Harris or Bid Department
Telephone	770-834-0811
Email address	

Vendor Company Name	Main Street Pest Control
Street Address	P.O. Box 366
City, State, Zip	Bremen, GA 30110
Contact Person	Tracy King
Telephone	404-969-9600
Email address	

SECTION 2 STANDARD TERMS AND CONDITIONS

The contract between the Haralson County Board of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over \$100k)

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

By signing the Vendor Bid Form, Attachment C, Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or the Board/SNP or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

III. BUY AMERICAN STATEMENT

Vendor must comply with Buy American Act which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. *Buy American -- (1) Definition of domestic commodity or product.* In this paragraph (d), the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

IV. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

a) **Termination** -The Haralson County Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

V. HUB STATEMENT (intention to involve minority businesses where possible)

It is the intent of the Haralson County Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). This institute is an equal opportunity provider and employer.

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

IX. CIVIL RIGHTS STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

X. RECORD RETENTION AND ACCESS CLAUSE

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Haralson County Board of Education, and the School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Haralson County Board of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. BID PROTEST PROCEDURES

a) Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent, Dr. Jerry Bell as the acting protest official of the Haralson County Board of Education, at (299 Robertson Ave., Tallapoosa, GA 30176). The protest shall be filed no later than ten (10) days from the award notice and shall include:

- The name, address, and telephone number of the protester;
- The signature of the protester or an authorized representative of the protester;
- Identification of the purchasing agency and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested.

b) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

c) The Haralson County Board of Education shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-

67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect.

SECTION 3 SPECIAL INSTRUCTIONS

I. METHOD OF PAYMENT and PRICING INFORMATION

- II.** a) **Prices** - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.
- b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- c) All bid prices must include all charges for services, chemicals, equipment, material, and any other items related to pest control as per the directions of the superintendent, School Nutrition Director, or Maintenance Director for the individual schools listed at the addresses on the attached sheet.
- d) Prices will not include Federal Excise Tax or State Sales Tax.
- e) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

III. f) Invoicing

- i) School invoices need to be sent to the attention of Tracey Vines.
- ii) Cafeteria Kitchen invoices need to be sent to the attention of Cindy Jones.
- iii) Monthly statements will be broken down by school invoice and by Cafeteria Kitchen invoices
and mailed to:

Haralson County Board of Education
299 Robertson Avenue
Tallapoosa, GA 30176

IV. EVALUATION FACTORS

- a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.
- b) The Board/SNP reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of

the Board/SNP.

V. ADDITIONAL BID INSTRUCTIONS

a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) **Addenda** - Any explanation desired by a Bidder regarding the meaning, clarification or interpretation of the IFB must be requested in writing no later than ([June 13, 2018](#)). Answers to questions or acceptance of requested changes to IFB requirements will be provided in an Addendum to the IFB, which will be posted on the Board of Education's website (www.haralson.k12.ga.us) and notice of the issuance of the Addendum will be given to all parties recorded by the Board/SNP as having received the IFB documents from the Board/SNP. Receipt of the Addendum should be acknowledged in the bid. Although the Board/SNP will take effort to send any addendum to known Bidders, it is the Bidder's ultimate responsibility to ensure all applicable addenda prior to bid submittal.

d) **Bid examination** -

- i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) **Rejection or Disqualification of bids** -

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- ii) The Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.
- iii) The Board/SNP reserves the right to disqualify bids upon evidence of collusion with intent to

defraud or other illegal practices upon the part of the Bidder.

iv) Issuance of this IFB in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Board/SNP.

v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.

vi) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

VI. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

VII. ASSIGNMENT

The vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the Board/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the Board/SNP.

VIII. INDEPENDENT CONTRACTOR AND INDEMNITY

The vendor shall act as an independent Contractor and not as an employee of the Board/SNP. Vendor agrees to indemnify and hold harmless the Board/SNP, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

IX. TIME OF PERFORMANCE

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence service pursuant to the award on [\(July 1, 2018\)](#).

b) The Contractor must comply with the time of performance.

X. EVIDENCE OF INSURANCE

a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory

General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Haralson County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Board/SNP. Such certificate shall be issued to: Haralson Board of Education, School Nutrition Dept, 299 Robertson Ave., Tallapoosa, GA 30176.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

XI. EXCEPTIONS

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

XII. WARRANTY

Successful Bidder shall fully warrant all PRODUCTS used under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall retreat any buildings in a timely manner to minimize the disruption of the Board/SNP's operations.

ATTACHMENT A
CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Haralson County Board of Education, School Nutrition Dept., (hereinafter called Board/SNP) and _____ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall provide pest control to the Board/SNP's schools.

ARTICLE 2. CONTRACT TIME

The pest treatment shall be in accordance with this Agreement, and are to be completed as specified in IFB.

ARTICLE 3. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:

Haralson County Board of Education
Attention Tracey Vines or Cindy Jones
299 Robertson Ave.
Tallapoosa, GA 30176

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce Board/SNP to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.
- 5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the service.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Board/SNP and CONTRACTOR

concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Instructions
- Attachment A- Contract Signature Page
- Attachment B- Pest Control Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective July 1, 2018

_____ Board of Education

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Bidder's Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

ATTACHMENT B

Pest Control Specifications

Specifications for pest control services for the Haralson County Board of Education include:

1. Monthly pest control service for control of the following pests: roaches, ants, silverfish, rats, mice, and fire ants. Exterminator will use a county provided fob to sign in at each facility. (Note: We may want to include termites. We would like a bid for a termite inspection).
2. Additional service in between monthly service calls, if customer deems necessary, at no extra charge.
3. A 24 hour response time on service calls for food preparation and serving areas.
4. Provide Haralson County Board of Education a Certificate of a minimum of one million dollars Liability Insurance Coverage in effect.
5. Maintain responsibility for any pest control equipment, lost, or destroyed while on the Haralson County Board of Education property.
6. Provide the School Nutrition Director a monthly safety and sanitation report.
7. Provide the services at the bid price for a period of one year if customer is completely satisfied.
8. The contract shall renew itself month by month until terminated by either party upon sixty day written notice.

This contract shall cover all buildings that normally house students and/or employees of the Haralson County Board of Education. Special attention shall be given to the following areas:

1. School Nutrition Program—cafeteria/kitchen areas at
 - a. West Haralson Elementary School-(WHES) 4552 Hwy. 100 N., Tallapoosa
 - b. Tallapoosa Primary School—(TPS) 581 GA Hwy. 120 East., Tallapoosa
 - c. Haralson County High School (HCHS) 1655 GA Hwy. 120, Tallapoosa
 - d. Haralson County Middle School (HCMS) 2633 GA Hwy. 120, Tallapoosa
 - e. Buchanan Primary School (BPS) 271 Van Wert Street, Buchanan
 - f. Buchanan Elementary School (BES) 215 College Street, Buchanan
2. Board of Education (Special Areas)
 - a. Board of Education and Kitchen at 299 Robertson Avenue
 - b. Board of Education Annex and Kitchen at 10 Van Wert Street, Buchanan
 - c. Any and all rooms/areas on all school campuses (maps will be provided).
 - d. Concession stands at the Middle and High School.
 - e. Transportation (Bus Barn)
 - f. Maintenance Building adjacent to District Office

LIST OF SCHOOLS AND SITES

Tony Partridge will be contact person for the schools, bus barn, and BOE..

School and Address	Phone Number	School Nutrition Manager
Haralson County High School 1655 Ga. Hwy. 120 Tallapoosa, GA 30176	770-574-8945	Michelle Abbott
Haralson County Middle School 2633 Ga. Hwy. 120 Tallapoosa, GA 30176	770-646-8600	Kim Evans
Tallapoosa Primary School 581 Hwy. 120 East Tallapoosa, GA 30176	770-574-7444	Sherry Wilburn
West Haralson Elementary 4552 Hwy. 100N. Tallapoosa, GA 30176	770-574-7060	Pam Garrett
Buchanan Primary School 271 Van Wert St. Buchanan, GA 30113	770-646-5523	Yvonne Timmons
Buchanan Elementary School 215 College St. Buchanan, GA 30113	770-646-5140	Debbie Smith
Bus Barn 1192 Macedonia Church Road Buchanan, GA 30113	770-646-5532	Elaine Martin, Transportation Director
Board of Education 299 Robertson Avenue Tallapoosa, GA 30176	770-574-2500	Cindy Jones, Nutrition Director

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB for Food Products and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**:

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**:

Witness's Name: _____

Witness's Title: _____

**For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

ATTACHMENT D - LOBBYING FORM & DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date