

BID NO. FY 2016-2017-14

RODENT, PEST, BIRD AND TERMITE SERVICES COUNTY BUILDINGS - 3 YEAR CONTRACT

A mandatory pre-bid meeting will be held Friday, August 4, 2017 @ 10:00 a.m. in the Commission Chambers on first floor in the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901. Attendance at this meeting is **mandatory** for your bid to be considered. Site tours will be provided.

ETOWAH COUNTY COMMISSION
800 Forrest Avenue, Gadsden, AL 35901

REQUEST FOR BID

ATTENTION ALL BIDDERS

YOU MUST MARK ON THE ENVELOPE:

**BID NO. FY 2016-2017-14
RODENT, PEST BIRD AND TERMITE SERVICES
COUNTY BUILDINGS -3 YEAR CONTRACT**

The Etowah County Commission is soliciting sealed bids for the above project. Bids will be received by the Etowah County Commission in Room 107 of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 Attn: Debbie Parris until;

FRIDAY, AUGUST 11, 2017 @ 10:00 A.M. CENTRAL TIME

Bids will be opened in the Commission Chambers on the First Floor of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 at the above stated time and date. **Bids submitted prior to the bid opening, either in person or by mail, must be directed to the following location:**

**Purchasing Department
Room 107
Attn: Debbie Parris, Purchasing Agent
800 Forrest Avenue (Courthouse), Gadsden, AL 35901**

Prospective bidders are instructed to read the General Terms and Conditions, Special Terms and Conditions, and Bid Specifications very carefully. Bids must be made in compliance with the guidelines in the sections referred to above and sign each in full.

If you have any questions concerning terms and conditions, specifications, or any other aspects of the RFB or RFP, please contact the following:

Contact: Debbie Parris, Purchasing Agent
Phone: **(256) 549-5307**
Email: dparris@etowahcounty.org

No faxed or email responses will be accepted

ETOWAH COUNTY COMMISSION

(revised 02/17/2012)

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are standard and any contradicting requirements of the Special Terms and Conditions of Request for Bid supersede these General Terms and Conditions

- (1) **All bidders shall comply with Code of Alabama 31-13-9 if applicable.**
- (2) All bid openings and any scheduled pre-bid conferences will be held in the Commission Chambers located on the first floor, Courthouse, 800 Forrest Avenue, Gadsden, Alabama 35901 unless otherwise stated. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
- (3) Each bid must be submitted in a separate sealed envelope and received by the Etowah County Commission in the Purchasing Department, Room 107, 800 Forrest Avenue, Gadsden, Alabama 35901. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- (4) The Etowah County Commission encourages utilization of minority business enterprise in our procurement activities. The Etowah County Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
- (5) The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Etowah County Commission is seeking to purchase. The bidder must **indicate compliance or list exceptions to** each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
- (6) The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification named. It is to set forth to convey the general style, type, character, and quality of the article desired by the Etowah County Commission. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if the Etowah County Commission deems it necessary to determine the suitability of items as being approved equal.
- (7) It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal for; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor

exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.

- (8) All bids shall be typewritten or printed in ink on the forms prepared by the Etowah County Commission. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
- (9) All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- (10) Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales and manufacturer's taxes. **The Etowah County Commission will assume no transportation or handling charges other than specified in this bid.** The Etowah County Commission is exempted from sales and use tax by 40-23-4-(11) and 40-23-62 (13), Alabama Code (1975).
- (11) Prices quoted to the Etowah County Commission shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.
- (12) The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
- (13) The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
- (14) The Etowah County Commission reserves the right to request a demonstration of any and all items bid before making the award.
- (15) The Etowah County Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of Etowah County Commission. **The Etowah County Commission reserves the right to reject any and all bids for any reason it deems sufficient.**
- (16) All bids will be awarded to the **lowest responsive and responsible bidder**. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
- (17) Unless Special Terms and Conditions of the bid specify otherwise, the Etowah County Commission reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of Etowah County Commission.
- (18) The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold Etowah County Commission harmless from any and all causes of action or claims of damage arising out of or related to bidder's performance under this contract.

- (19) All items bid will be inspected by a representative of Etowah County Commission upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assume compliance.
- (20) Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
- (a.) Failure to use the bid forms furnished by Etowah County Commission.
 - (b.) Lack of signature by an authorized representative on the bid form.
 - (c.) Failure to properly complete the bid form.
 - (d.) Evidence of collusion among bidders.
 - (e.) Unauthorized alteration of the bid form.
 - (f.) Failure to comply with Alabama law in regards to contracts.
- (21) Etowah County Commission assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
- (22) Etowah County Commission reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for Etowah County Commission to terminate the award immediately, and to relieve Etowah County Commission of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, Etowah County Commission reserves the right to obtain the particular item from other vendors.
- (23) Etowah County Commission is to be protected against any **increase above the price in the bid**. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
- (24) In accordance with the Alabama Competitive Bid Law, as amended, Etowah County Commission may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
- (a.) Contracts shall terminate without further obligation on the part of Etowah County Commission at the end of the first year, or if the Etowah County Commission elects to renew such contract, shall terminate at the end of each subsequent year.
 - (b.) Contracts may provide for automatic renewal unless positive action is taken by the Etowah County Commission to terminate such contract, and the nature of such action shall be determined by the Etowah County Commission and specified in the contract.
- (25) The Etowah County Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Etowah County Commission, office of the Purchasing Agent, by the deadline state in the bid request.
- (26) Proof of all State, County and local business license must accompany bid.

BID NO. FY 2016-2017-14

**ANNUAL CONTRACT FOR RODENT, PEST, BIRD AND TERMITE SERVICES -
COUNTY BUILDINGS**

OPEN DATE: FRIDAY, AUGUST 11, 2017 @ 10:00 A.M. CENTRAL TIME

SPECIAL TERMS AND CONDITIONS:

(1) **PURPOSE:**

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified firm to provide a three (3) year contract for Rodent, Pest, Bird and Termite Services for the Etowah County Commission.

(2) **BACKGROUND:**

Etowah County Commission has numerous buildings that require Rodent, Pest, Bird and Termite Services work to be performed. In order to provide a safe environment for the citizens and employees of Etowah County, pest control services of these potential health hazards is required.

(3) **SCOPE OF SERVICES:**

A. The successful bidder shall provide all labor, materials, licensing and documentation services necessary to perform a pest control services program.

B. The successful bidder shall show evidence that they operate and maintain an Integrated Pest Management (IPM) program. **The successful bidder shall provide with their proposal a documented copy of their Integrated Pest Management (IPM) program.**

Elements of the successful bidder's IPM should include:

1. Identification of the pest or pests and determination of which control is warranted for each treatment.
2. Determination of pest control goals.
3. Knowledge and use of available control measures and tactics.
4. Choosing a strategy that will be most effective and will cause the least harm to people and the environment.
5. Use each tactic in the strategy consistently and correctly.

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COUNTY BUILDINGS**

OPEN DATE: FRIDAY, AUGUST 11, 2017 @ 10:00 A.M. CENTRAL TIME

SPECIAL TERMS AND CONDITIONS:

6. Observing local, state and federal regulations that apply to the site.

7. The IPM encompasses ridding the property of elements which are conducive to pest problems such as structural, sanitation and storage issues.

C. The successful bidder shall be responsible for complying with all applicable federal, state and local laws, ordinances and regulations. The successful bidder is responsible for providing qualified employees who have been trained and/or certified to comply with federal, state and local laws to handle and apply the classes of pesticide products proposed. **A copy of the bidder's Pesticide Business License and each applicators and/or registered technician's Pesticide Applicator Certificate must be included with your proposal.**

D. **CHEMICAL/PESTICIDE USAGE:**

1. All pesticides shall be procured, processed, handled, labeled and applied in strict accordance with the manufacturer's label, which shall be registered with the Environmental Protection Agency (EPA) and applicable State Lead Agency for enforcement of the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

2. The successful bidder shall be responsible for providing copies of all MSDS sheets for the chemical/pesticide and baits to be used.

3. The successful bidder shall comply with and ensure that the successful bidder's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health for the industry. The provisions of all rules and regulations governing safety as adopted by the Code of Alabama, Title 25 shall apply to all work under this contract. The successful bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified.

BID NO. FY 2016-2017-14

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COUNTY BUILDINGS**

OPEN DATE: FRIDAY, AUGUST 11, 2017 @ 10:00 A.M. CENTRAL TIME

SPECIAL TERMS AND CONDITIONS:

4. The successful bidder shall comply with all applicable regulations pursuant to the Alabama Pesticide Act of 1971. Use of any pesticide which is highly toxic to humans shall be clearly identified on the work ticket and included in the record documentation provided by the successful bidder.

E. RECORD KEEPING:

Successful bidder will be required to provide record keeping services as part of the pesticide program. A copy of these records shall be provided to the County as part of the cost of the service. The intent is to provide historical data of when, where and what type of treatments were performed and it is required as part of the proposal submission how this data is formatted in such a way that it can be used to prevent over application of chemicals. Use of a spreadsheet or other database tool is preferred.

F. SCHEDULING:

1. Bidders shall propose a base schedule that includes frequency of visits, fees and a description of services that would be provided for each location. It is intended that a base schedule shall include service of indoor insects such as ants, cock roaches, flies, centipedes, silverfish, bees, spiders as well as mice and rats. The base schedule shall also follow procedures and/or make recommendations per the IPM Program. Exceptions to insects/services that would not be included in a base schedule shall be listed separately along with a price per treatment and a suggested frequency.

2. In addition to schedule services occasional "outbreaks" of infestation may occur that require immediate attention. **Effective communication and prompt response time to service request are an essential component to the County's requirements.** Please explain how service calls are received and processed and what time frame could be expected when a call for service is made.

BID NO. FY 2016-2017-14

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COUNTY BUILDINGS**

OPEN DATE: FRIDAY, AUGUST 11, 2017 @ 10:00 A.M. CENTRAL TIME

SPECIAL TERMS AND CONDITIONS:

G. Invoicing:

1. Each building listed must receive a minimum of one inspection/treatment per month or quarter depending on the site (See Attachment A).
2. Invoices shall be submitted monthly or quarterly depending on the site (See Attachment A). Since each Department within the County carries its own budget, separate invoices need to be sent for each site. All invoices should be directed to:

**Debbie Parris, Purchasing Agent
800 Forrest Avenue, Room 107
Gadsden, AL 35901**

(4) COUNTY RESPONSIBILITIES:

Marion Dodd, Maintenance Director will be designated as the Project Manager for all work performed under this contract and as such shall coordinate said work. Any technical questions concerning the Request for Proposal should be directed to: Marion Dodd, Maintenance Director

p phone: (256)549-5267

e email: mdodd@etowahcounty.org

**WORK TICKET SHOULD BE LEFT WITH MARION DODD'S OFFICE TO
SHOW COMPLETION OF WORK.**

(5) CONTRACT PERIOD:

1. The contract period shall be from
The contract price shall be firm for the contract period.

(6) INSURANCE REQUIREMENTS:

The successful bidder shall maintain insurance to protect itself and Etowah County Commission from claims under the Workers' Compensation Act and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment B)

BID NO. FY 2016-2017-14

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COUNTY BUILDINGS**

OPEN DATE: FRIDAY, AUGUST 11, 2017 @ 10:00 A.M. CENTRAL TIME

SPECIAL TERMS AND CONDITIONS

(7) **BIDDER'S PERFORMANCE:**

1. The bidder agrees and covenants that its agents and employees shall comply with all County , State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
2. The bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The bidder shall cooperate with County officials in performing the contract work so that interference with normal program will be held to a minimum.
4. The bidder shall be an independent contractor and shall not be an employee of the County or the Personnel Department.

(8) **TERMITE BOND:**

The Etowah County Commission requires a termite bond on each site after initial inspection.

(9) **TERMITE DAMAGE REPLACEMENT**

Termite Damage Replacement on qualified structures is required. Indicate which structures qualify.

ATTACHMENT A
SITES TO BE SERVICED
PAGE TWO

- | | | |
|----|---|--|
| 6. | Etowah County DEU
103 Commerce Parkway
Gadsden, AL 35901
464 Linear Feet | TERMITE & PEST |
| | | |
| 7. | Etowah County Commission
402 Tuscaloosa Avenue
Gadsden, AL 35901
15852 Sq. Feet
1 floor; brick on slab
Shed - 1525 sq. feet - metal on slab | TERMITE & PEST |
| | | |
| 8. | Etowah County Commission
12071 US Hwy 278E
Gadsden, AL 35903
5124 Sq. Feet
1 floor; metal on slab | TERMITE & PEST
(2) termite |
| | | |
| 9. | Northeast Etowah Community Center
3733 US Hwy 411
Gadsden, AL 35901
6256 Sq. Feet
72 LF added to site
1 floor; brick on slab | TERMITE & PEST |

ATTACHMENT A
SITES TO BE SERVICED
PAGE THREE

- | | | |
|-----|--|---------------------------|
| 10. | Lookout Mountain Community Center
4567 Lay Springs Road
Gadsden, AL 35904
4452 Sq. Feet
1 floor; brick on slab | TERMITE ONLY |
| | | |
| 11. | Egypt Community Center
569 Egypt Mountain Road
Altoona, AL 35952
3621 Sq. Feet
1 floor; brick and vinyl siding | TERMITE & PEST |
| | | |
| 12. | Etowah County Commission
201 North 9th Street
Gadsden, AL 35901
2800 Sq. Feet
1 floor; Metal on slab | TERMITE & PEST |
| | | |
| 13. | Van Storage Facility
739 1st Avenue
Gadsden, AL 35901
304 Linear Feet | Termite |

ATTACHMENT B
ETOWAH COUNTY COMMISSION
INSURANCE REQUIREMENTS

The successful bidder shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the successful bidder and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the Etowah County Commission names as an additional insured for the Commercial General Liability and Excess/Umbrella Liability coverage. The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

Workers' Compensation

Statutory Alabama Limits

Employers' Liability Insurance - \$1,000,000 for each Accident by employee
\$1,000,000 for each Disease by employee

Commercial General Liability Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed operations)

\$2,000,000 General Liability-Products/Completed Operations

\$1,000,000 Personal and Advertising injury

\$100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

Business Automobile Liability - including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Contractor's Pollution: Liability Coverage - \$1,000,000 per occurrence to include coverage for cleanup.

**BID NO. FY 2016-2017-14
 RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-
 COUNTY BUILDINGS - 3 YR. CONTRACT**

1ST YEAR

	<u>OCCUPIED SITE</u>	<u>INITIAL INSPECTION</u>	<u>PEST CONTROL/YEAR</u>	<u>TERMITE CONTROL/YEAR</u>
(1)	Judicial Building 801 Forrest Avenue Gadsden, AL 35901 (pest & termite)			
(2)	Etowah County Detention Center 827 Forrest Avenue Gadsden, AL 35901 (pest & termite)			
(3)	Etowah County Courthouse 800 Forrest Avenue Gadsden, AL 35901 (pest & termite)			
(4)	Etowah County Bd of Education 3200 W. Meighan Blvd. Gadsden, AL 35904 (termite only)			

BID NO. FY 2016-2017-14

RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-

COUNTY BUILDINGS - 3 YR. CONTRACT

1ST YEAR

PAGE 2

	<u>OCCUPIED SITE</u>	<u>INITIAL INSPECTION</u>	<u>PEST CONTROL/YEAR</u>	<u>TERMITE CONTROL/YEAR</u>
(5)	Etowah County DEU 103 Commerce Parkway Gadsden, AL 35901 (pest & termite)			
(6)	Northeast Etowah Community Ctr 3733 US Hwy 411 Gadsden, AL 35901 (pest & termite)			
(7)	Egypt Community Center 569 Egypt Mountain Road Altoona, AL 35952 (pest & termite)			
(8)	Fleet Maintenance/Engineer 402 Tuscaloosa Avenue Gadsden, AL 35901 (pest & termite)			

BID NO. FY 2016-2017-14

**RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-
COUNTY BUILDINGS - 3 YR. CONTRACT**

1ST YEAR

PAGE 3

	<u>OCCUPIED SITE</u>	<u>INITIAL INSPECTION</u>	<u>PEST CONTROL/YEAR</u>	<u>TERMITE CONTROL/YEAR</u>
(9)	Etowah County Animal Shelter 12071 US Hwy 2783 Piedmont, AL 36272 (pest & termite - termite for both office and kennel)			
(10)	Etowah County Commission 201 North 9th Street Gadsden, AL 35901 (pest & termite)			
(11)	Van Storage Facility 739 1st Avenue Gadsden, AL 35901 (termite only)			
(12)	Lookout Mountain Community Ctr 4567 Lay Springs Road Gadsden, AL 35904 (termite only)			

**BID NO. FY 2016-2017-14
 RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-
 COUNTY BUILDINGS - 3 YR. CONTRACT
 PAGE 4**

1ST YEAR

	<u>OCCUPIED SITE</u>	<u>INITIAL INSPECTION</u>	<u>PEST CONTROL/YEAR</u>	<u>TERMITE CONTROL/YEAR</u>
(13)	Etowah County Health Dept. (Old) 109 S. 8th Street Gadsden, AL 35901 (termite only)			

TOTAL

Name and Address of Bidder:

 Telephone number _____
 Fax number _____

 Signature
 Name: _____
 Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ DAY OF
 _____, 20 _____.

 Notary Public in and for said County State

**BID NO. FY 2016-2017-14
 RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-
 COUNTY BUILDINGS - 3 YR. CONTRACT**

2ND YEAR

	<u>OCCUPIED SITE</u>	<u>INITIAL INSPECTION</u>	<u>PEST CONTROL/YEAR</u>	<u>TERMITE CONTROL/YEAR</u>
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BID NO. FY 2016-2017-14

RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-

COUNTY BUILDINGS - 3 YR. CONTRACT

2ND YEAR

PAGE 2

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**BID NO. FY 2016-2017-14
 RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-
 COUNTY BUILDINGS - 3 YR. CONTRACT
 PAGE 3**

2ND YEAR

	<u>OCCUPIED SITE</u>	<u>INITIAL INSPECTION</u>	<u>PEST CONTROL/YEAR</u>	<u>TERMITE CONTROL/YEAR</u>
(9)	Etowah County Animal Shelter 12071 US Hwy 2783 Piedmont, AL 36272 (pest & termite - termite for both office and kennel)			
(10)	Etowah County Commission 201 North 9th Street Gadsden, AL 35901 (pest & termite)			
(11)	Van Storage Facility 739 1st Avenue Gadsden, AL 35901 (termite only)			
(12)	Lookout Mountain Community Ctr 4567 Lay Springs Road Gadsden, AL 35904 (termite only)			

**BID NO. FY 2016-2017-14
 RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-
 COUNTY BUILDINGS - 3 YR. CONTRACT
 PAGE 4**

2ND YEAR

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(13)	Etowah County Health Dept. (Old) 109 S. 8th Street Gadsden, AL 35901 (termite only)			

TOTAL

Name and Address of Bidder:

 Telephone number _____
 Fax number _____

 Signature
 Name: _____
 Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ DAY OF
 _____, 20 _____.

 Notary Public in and for said County State

**BID NO. FY 2016-2017-14
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 COUNTY BUILDINGS - 3 YR. CONTRACT**

3RD YEAR

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BID NO. FY 2016-2017-14

RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-

COUNTY BUILDINGS - 3 YR. CONTRACT

3RD YEAR

PAGE 2

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 PAGE 3**

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 RODENT, PEST, BIRD & TERMITE CONTROL SERVICES-
 COUNTY BUILDINGS - 3 YR. CONTRACT
 PAGE 4**

3RD YEAR

	<u>OCCUPIED SITE</u>	<u>INITIAL INSPECTION</u>	<u>PEST CONTROL/YEAR</u>	<u>TERMITE CONTROL/YEAR</u>
(13)	Etowah County Health Dept. (Old) 109 S. 8th Street Gadsden, AL 35901 (termite only)			

TOTAL

Name and Address of Bidder:

 Telephone number _____
 Fax number _____

 Signature
 Name: _____
 Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ DAY OF
 _____, 20 _____.

 Notary Public in and for said County State

AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by _____

_____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____

Fax number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ DAY OF _____, 20 _____.

Notary Public in and for _____ County _____ State

Evaluation of Bids

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

Firm Street Address

Signed By Mailing Address

Title City

Area Code & Telephone Delivery Time from Date of Order

Federal Tax I.D. #