DATE: August 4, 2021

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting

RE: Request for Qualifications No. 109-22, Academic After School Enrichment Programs-Phase I

Please see Addendum No. 1 for the above-referenced solicitation.
A. The following change has been made to the above-referenced solicitation:

Delete: Pages 1, 2, 3, 11, 16, 18, 24, 25, 26, 27, 29, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 43, 44, 45, and 49
Add: REVISED 8/4/2021 Pages 1, 2, 3, 11, 16, 18, 24, 25, 26, 27, 29, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 49

B. All other terms and conditions remain the same.
DATE: July 6, 2021
TO: All Offerors
FROM: Angela R. Young
Executive Director of Contracting

RE: Request for Qualification No. 109-22, Academic After School Enrichment Programs-Phase I

Fulton County Schools (FCS) invites you to submit a submittal furnishing any and all goods and/or services required for Academic After School Enrichment Programs-Phase I.

Sealed Qualifications will be received subject to the attached terms specified in “Submittal Conditions,” at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339, Monday through Friday, 7:30 a.m. to 4:00 p.m. Contractors may submit submittals on an ongoing basis. The program may be updated periodically throughout the year. FCS reserves the right to re-solicit for new submittals at any time.

Submittals will be received and evaluated on a quarterly basis. The submittal deadlines are as follows:

- Tuesday-Thursday, August 10-12, 2021
- Thursday, October 14, 2021
- Thursday, February 17, 2022
- Thursday, May 12, 2022

Dates are subject to change at the sole discretion of FCS.

Questions regarding the submittal process should be directed in writing to the Executive Director of Contracting via facsimile at (470) 254-1248 or via email at wecare@fultonschools.org. Only questions received by 4:00 p.m. on Tuesday, July 27, 2021 will be considered.

Statements of Qualifications are subject to rejection if the signature page is not completed and returned with the submittal on or before time of submittal opening.

QUALIFICATIONS SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE SUBMITTAL PER ENVELOPE, PLAINLY MARKED “REQUEST FOR QUALIFICATION NO. 109-22” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. IF NOT SUBMITTING A SUBMITTAL THEN “NO SUBMITTAL” MUST BE INDICATED AS SUCH ALONG WITH THE RFQ NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE FIRM'S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcspurchasingdept.org

NOTICE as to all Fulton County Schools premises: Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises. (O.C.G.A. § 51-16-3).
SOLICITATION NO. 109-22

REQUEST FOR QUALIFICATION

FOR

ACADEMIC AFTER SCHOOL ENRICHMENT PROGRAMS- PHASE I

FULTON COUNTY SCHOOLS
CONTRACTING DEPARTMENT
ADMINISTRATIVE CENTER
6201 POWERS FERRY ROAD
ATLANTA, GEORGIA 30339
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FOR

REQUEST FOR QUALIFICATION NO. 109-22

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Offeror shall maintain at its sole cost and expense such insurance as will fully protect it and FCS and FCS’s Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, damage or liability which may arise from services and work and for the Offeror’s professional liability (errors and omissions) under this submittal and Contract, whether such services and work are performed by the Offeror, by any subcontractor or any tier directly employed or retained by either.

A. The following general requirements apply to any and all work under this Contract by all Offeror and subcontractors of any tier.

1) Any and all insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, until all work has been completed to the satisfaction of FCS, and for three (3) years thereafter. Any and all insurance must be on an occurrence basis. Professional Liability may be on a claims-made basis. All insurance policies and certificates shall expressly state that they apply to each and every school location at which Contractor will provide services, and shall list each location by school name/address.

No Offeror or subcontractor shall commence any work of any kind under this contract until they have complied with all insurance requirements.

2) FCS shall be covered as an Additional Insured under any and all insurance required by the Contract documents excluding Workers’ Compensation & Employer’s Liability Insurance, and Professional Liability. The Workers’ Compensation & Employer’s Liability Insurance policy shall contain a waiver of subrogation in favor of FCS. Confirmation of this requirement shall appear on all Certificates of Insurance and endorsements and on any and all applicable policies. In addition to the Certificate of Insurance, the Offeror shall provide the Additional Insured Endorsement. The Offeror acknowledges that Additional Insured status and waiver of subrogation for FCS is a material term of the solicitation and the Offeror agrees to provide any endorsements to any insurance policies reflecting FCS status as an Additional Insured within thirty (30) days of the request. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Offeror being determined to be not responsive. Certificates of Insurance indicating that such coverage is in force shall be filed under this Contract by the Offeror to FCS Contracting Department. Further, if the Offeror fails to procure any of the requested insurance required under this solicitation, or make the Fulton County School District an Additional Insured under the applicable policies, then the Offeror will be determined to be not responsive.

3) FCS shall be given not less than forty-five (45) thirty (30) days’ prior written notice of the cancellation or material change of any insurance required by the Contract documents.

4) Each and every insurance agent shall warrant, when executing the certificate of insurance, that they are acting as an authorized representative on behalf of the companies providing coverage pursuant to the Contract as required by the contract documents and that he/she is licensed by the State of Georgia to conduct business in
1. ASSIGNMENT

By the submission of a submittal, the Offeror agrees not to assign the contract or purchase order to others unless specifically authorized in advance in writing by the FCS Contracting Department.

2. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the Contractor.

3. PAYMENT

The Contractor shall invoice FCS on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance.

4. TERMINATION FOR DEFAULT:

a. In the event any property or service to be furnished by the Contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Contractor with his submittal, FCS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, a Contractor will be given the opportunity to respond to a “cure notice” and/or a “show cause notice”. In either case the Contractor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within five (5) days of receipt or refusal of either notice. Failure to do so will be cause for termination.

b. If the contract is terminated for default, FCS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the Contractor or that may thereafter become due to the Contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted in addition to the reasonable cost of FCS staff time spent securing substitute(s) at $18/hour. Price paid by FCS in such event shall be the prevailing market price at the time the substitute purchase is made.
9. **PROGRESS REPORTS**

When requested by FCS, the Contractor shall furnish such reports as required.

10. **INDEPENDENT CONTRACTOR STATUS**

Contractor agrees that it is an independent contractor and FCS is not responsible for the payment of any salaries, taxes, benefits or other costs associated with the employment of Contractor’s employees under this Agreement. FCS is not responsible or liable for the hiring, termination, or discipline of Contractor’s employees.

If there are allegations of misconduct involving one or more of Contractor’s employees connected to any work under this Agreement, FCS reserves the right to require the Contractor to remove promptly any of Contractor’s employees from FCS’ premises pending the resolution of the employee misconduct. Contractor agrees to promptly comply with any such request from FCS and to cooperate in any investigation with FCS. The failure to cooperate with FCS may result in the termination of the agreement or non-renewal of any agreement with the Contractor, which will be determined by FCS’ sole discretion.

11. **FORCE MAJEURE**

FCS shall not be responsible for any delay or failure of any other obligations hereunder due to any occurrences commonly known as force majeure, including but not limited to, acts of God, war, acts of terror, labor disputes, strikes, lockouts, civil commotion, pandemic, epidemic, international trade disputes, **government orders** or acts of government or government agency or officers.
1. CONTRACT TYPE

The contract type contemplated for this solicitation is a Requirements Contract.

2. CONTRACT PERIOD

The base contract performance period shall be as stated in the contract award letter. This contract is subject to options as stated below in Paragraph 3.

3. OPTIONS

In addition to the base period, there are four (4) one-year options to be exercised at the sole discretion of FCS at the same terms, conditions and pricing of the base period.

4. CATEGORY OF AWARD

It is the intent of FCS to qualify multiple companies for inclusion on the approved list.

5. SUBMISSION GUIDELINES

The FCS Contracting Department shall be the authority for maintaining and updating the approved Academic After School Enrichment Programs list.

Submittals received during July through October will only be reviewed for the first semester of school. Submittals received during February through May will only be reviewed for the second semester of school.

6. APPROVAL LIST

Multiple companies will be approved and placed on the Academic After School Enrichment Programs list. Approval and placement on the list does not guarantee that a Contractor will be selected by FCS to provide services at an individual elementary, middle and high school. Should a Contractor be selected by FCS, the Contractor will then enter into a Facilities Use Agreement with FCS for use of space at that school. Before any services are provided, a Facilities Use Request must be submitted to the school District and approved by the Principal and the Facility Rentals Department via SchoolDude.

7. REQUIREMENTS CONTRACT CLAUSE

This is a requirements contract for Academic After School Enrichment Programs- Phase I. Approval and placement on the list does not guarantee that an Offeror will be selected by FCS to provide services.

8. RECEIPT OF ADDENDUM

Addenda issued to solicitations will be available at the FCS Contracting Department or on the department web site located at [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org). FCS’ Contracting Department shall not bear responsibility for receipt of addenda by mail. If Contractors do not acknowledge receipt of all addenda the bid or submittal may be determined to be non-responsive by the FCS Contracting Department Executive Director.
9. DELIVERY REQUIREMENTS

Delivery of services may be authorized by Purchase Orders issued by FCS.

10. OWNER’S REPRESENTATIVE

Supervision of and monitoring performance of the contract will be performed by FCS’ Representative, Yalanda Bell, Executive Director, Academic Programs- Learning and Teaching or her designee(s).

11. CONTRACT RELATIONSHIP

The relationship between the Contractor and FCS is will be a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The Contractor shall at all times maintain its status as an Independent Contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. The Contractor shall be responsible for providing all required workers compensation insurance to be provided for all of its employees and subcontractors.

12. COOPERATION WITH OTHER CONTRACTORS

Other FCS activities/contracts may be in progress or start during the performance of this contract. The Contractor shall coordinate the work harmoniously with the other Contractors or FCS personnel.

13. INQUIRIES

Any inquiries or requests regarding this solicitation shall be submitted to FCS Director of Contracting. Other FCS employees do not have the authority to respond on behalf of FCS. All questions regarding qualification preparation, the selection process, specifications and interpretations of the terms and conditions of the RFQ shall be submitted in writing to the Executive Director of Contracting via U.S. mail or facsimile to (470) 254-8970.

14. SAFETY

The Contractor shall have sole responsibility for compliance on the job-site with all applicable portions of the Occupational Safety and Health Act for the work specified in this contract. The Contractor shall be responsible for job-site security at all times in all areas to which it has access.

15. PROTECTION OF FCS PROPERTY

The Contractor shall take all necessary precautions and care to avoid damaging existing buildings, equipment, furniture, fixtures, materials and vegetation on FCS’ property. If the Contractor(s) fail to take the necessary precautions or negligence results in damage to any of FCS property, the Contractor shall be responsible for reimbursing FCS for all such costs to repair or replace such property as herein described. Contractor must pay for such repairs or replacement within thirty (30) days of notification. Checks for repairs shall be
made payable to: FCS, Accounting Department, Attn: 6201 Powers Ferry Road NW, Atlanta, GA 30339.

16. SUBMITTALS

Offerors are responsible for submitting offers so as to reach the FCS Contracting Department office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the Offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Telephone or fax bids will not be accepted. FCS shall not be responsible for the premature opening of a submittal not properly addressed and identified, and/or delivered to the incorrect destination.

17. CONFLICT OF INTEREST

As part of the negotiation process, the Contractor is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of FCS and the name of any FCS employee who owns, directly or indirectly, a stock interest in the Contractor's firm or any of its branches. The Contractor is required to disclose any other real or apparent conflict of interest with any FCS employees.

18. CHARTER SCHOOLS

FCS has agreements with charter schools. Charter schools currently under agreement and future charter schools may or may not become part of this contract. FCS does not guarantee or represent that any charter school or any current FCS school that may be converted, in whole or in part to a charter school in the future, will be part of this contract.

19. SUBCONTRACTING

The Contractor shall perform all of the actual work with its own work force, unless otherwise approved by the Executive Director of Contracting.

20. DELAYS IN REPAIRS

The rent shall not be abated nor shall other compensation be claimed or allowed for inconvenience or discomfort arising from the non-operation of any equipment or utilities or from repairs or improvements made to any building equipment or appurtenances, nor for any space taken to comply with any law, ordinance or order of government authority. In respect to services herein expressly or implied agreed to be furnished by FCS to the Contractor, there shall be no lessening or abatement of rent or any other compensation for interruption or curtailment of such services when such interruption or curtailment shall be due to accidents acts of God, pandemic, epidemic, government order, strikes, alterations or repairs desirable or necessary to be made, or inability or difficulty in securing supplies or labor for the maintenance of such services or to any other cause.
21. **MAINTENANCE REPAIRS AND ALTERATIONS**

No interior or exterior repairs or alterations of any kind shall be made by the Contractor to any FCS Facility.

22. **THEFT OF AND DAMAGE TO PROPERTY**

FCS shall not be liable for any damage to property or theft of property of the Contractor or of others using the space rented by the Contractor. The Contractor is responsible for having appropriate insurance and having locked storage for its supplies and equipment.

23. **RULES, REGULATIONS, POLICIES AND PROCEDURES**

FCS may from time to time establish reasonable rules, regulations, policies and procedures as it may deem necessary and proper for the management and control of public property, and may also from time to time change such rules. This rental contract shall be in all respects subject to such rules and Contractor shall obey the rules. Breach of established rules shall constitute a default and is grounds for termination.

24. **ASBESTOS**

The Contractor acknowledges that the building(s) and premises may contain asbestos. The Contractor shall agree not to disturb the ceilings, floors or walls in their assigned space or anywhere else in the school building. The Contractor acknowledges that to do so may cause him or her or others injury and may subject the Contractor to civil or criminal prosecution. FCS has inspected all buildings in accordance with State and Federal requirements and developed Management Plans for all sites. Copies of Management Plans may be reviewed upon request.

25. **ABANDONMENT**

It is specifically understood and agreed to by the Contractor that if the Contractor shall vacate FCS’ property and leave any personal property either in the school building or anywhere about the building, then such property, vehicles, etc., shall be deemed abandoned by the Contractor, and in such event the Contractor hereby specifically authorizes FCS to dispose of such abandoned property.

26. **RENTAL**

The Contractor shall register their organization and schedule their time for use of space within a FCS facility through School Dude. Final acceptance of the program will be once the Principal accepts it for his or her school; and the use of space within a FCS facility will be subject to and conditioned upon (1) final approval of Contractor’s rental application by the Facility Rentals Department, and (ii) Contractor’s timely payment of all rental fees. The Contractor shall provide Academic After School Enrichment Program services for parents with children enrolled at a specific elementary school. Daily administration of the Academic After School Enrichment Programs shall be the responsibility of the Contractor; however, interaction between the Contractor and its program and the Principal for Academic After School Enrichment Programs shall be coordinated between the Contractor, the school Principal and the appropriate system-level administrator. If school or FCS regulations are not consistent with state license requirements, the Contractor shall work with the Principal or system-level administrator to find a solution.
By signing this agreement, the offeror is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the any Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify FCS if Contractor is debarred by any Federal or State Agency or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

31. RECORD RETENTION

The successful Offeror agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment. FCS, its authorized agents and/or Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have full access to, and the right to examine any books, documents, papers, and or records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. If any investigation or audit is in progress, records shall be maintained until stated matter is closed.

32. CLEAN AIR ACT AND CLEAN WATER ACT

The successful offeror agrees to comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq., section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. 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; and Contractor will immediately notify FCS 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.

33. ENERGY POLICY AND CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Fulton County Board of Education energy conservation plan issued in compliance with the Energy policy and Conservation Act (Public Law 94-163, 89 Stat.871).

34. LABOR SURPLUS AREA FIRMS

It is the intent of FCS to assure that Labor Surplus Area Firms have an equal opportunity to participate in FCS’s Purchasing requirements.

35. GIFTS AND GRATUITIES

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a
1. PURPOSE

The purpose of FCS forming a district funded Academic After School Enrichment Program is to enable Contractors to provide enrichment activities, connected to academics, for FCS students. Students need to enhance their learning through additional enriching activities during extended learning after school. These programs will allow students to have access to these activities at their local school, without having to receive transportation to another place of business. Students will participate in the Academic After School enrichment program as part of the extended learning program. This Academic After School Enrichment program will be evaluated for effectiveness. FCS has a vested interest in the quality of care and educational opportunities provided in Academic After School Enrichment Programs. This contract will provide a vehicle for all Extended Time program initiatives as required by FCS. The programs that qualify may be used in conjunction with high dosage tutoring and extended learning.

2. BACKGROUND

As the fourth largest school system in Georgia, FCS has approximately 14,000 full-time employees, including more than 6,800 teachers and other certified personnel, who work in 100 schools and 14 administrative and support buildings. During this current school year, approximately 95,000+ students attended classes in 59 elementary schools, 19 middle schools, 18 high schools, and 10 charter schools. The Fulton County School System is one of the most unique school systems in the nation. Although not Georgia's largest school system in terms of student enrollment, it is one (1) of the largest systems in geographic area. From its southern end in the City of Chattahoochee Hills to its northernmost tip in Johns Creek, the county is more than 70 miles long.

3. REQUEST FOR QUALIFICATION PROCESS

A committee will review the Statement of Qualifications and evaluate the qualifications of the Offeror(s). Offeror(s) should make their best effort to describe their capabilities and expertise. The results of the evaluation will qualify firms and/or individuals to be included on the list of pre-approved vendors to provide academic after school enrichment programs. All Offerors who qualify will be notified of their selection and given an opportunity to provide submittals “as-needed” to FCS.

4. SCOPE OF WORK

FCS is seeking submittals from qualified providers to provide programs for Pre-Kindergarten to Grades 12 (ages 4-18). This program would be for before or after the school day, weekends, or during the summer. Access to schools will be granted on days
that schools are in session, beginning in August at the start of school and continuing through May, and possibly during summer school.

SECTION A – ACADEMIC AFTER SCHOOL ENRICHMENT PROGRAMS

1. ACADEMIC AFTER SCHOOL ENRICHMENT PROGRAMS

The offeror shall provide an on-site Academic After School Enrichment Program on one (1) or more days per week when school is in session during the regular school year. The time period shall be from the conclusion of the regular school day, until 6:00 p.m.

Any Academic After School Enrichment Program desiring to extend their activity during the summer session will be required to complete a Use Agreement/Application for Use of School Facilities for each school location and pay accordingly the “use fee” in accordance with the fee structure by accessing Fulton County Schools website (www.fultonschools.org), under the Community tab, Facility Rental, Resources, Fee Schedule.

The following conditions apply to both academic year and summer programs:

a. Offeror(s) shall provide selected Academic After School Enrichment Activities in FCS facilities
b. Offeror(s) shall pay FCS room rental and/other fees for the use of FCS facilities.

2. STUDENT TRANSPORTATION

FCS cannot provide bus transportation for use by Contractor for any purpose, students will not be allowed to be transported.

3. SUPERVISION AND RESPONSIBILITY FOR CHILDREN IN AFTER SCHOOL ENRICHMENT PROGRAMS

Direct supervision must be provided to ensure that students are not destructive and unruly (causing disruption to other parts of the school building) because of lack of attention and/or stimulation. Children shall not be allowed to roam or be unsupervised in the school building. FCS expects the Contractor to discipline the children under its care and not allow inappropriate or dangerous behavior to occur during program activities. Lack of appropriate or quality supervision, inconsistent consequences for dangerous behavior, high tolerance of inappropriate behavior or other disruptions that are not controlled or remedied shall be a basis for terminating the services of the Academic After School Enrichment Programs Contractor.

The Contractor shall be solely responsible for students enrolled in the Academic After School Enrichment Program at FCS’ facilities, and shall not leave any child enrolled in the program unattended. Contractor and Contractor's staff shall be responsible for maintaining control and discipline of children in the Academic After School Enrichment Program including during emergency situations. Abuse of FCS’ facilities through
negligent supervision by the Contractor that result in repairs having to be made by FCS’ Maintenance/Capital Programs or its Contractors, will be at the Academic After School Enrichment provider’s expense.

4. BUILDING, EQUIPMENT AND SUPPLY PROVISIONS OF ACADEMIC AFTER SCHOOL ENRICHMENT PROGRAM

The Contractor shall insure that playground equipment used by the Academic After School Enrichment Program is used in accordance with the intended use and by age appropriate children.

Any discovery that raises concern about the safety of the equipment and/or any observation of loose, damaged or missing playground equipment components shall result in immediate closure of the piece of equipment and notification of the Principal so that repair(s) can be initiated.

FCS’ maintenance staff and its authorized Contractors shall be the only agents who shall effect repair or make alterations to any playground equipment.

The Contractor shall have the use of the playground equipment contained within school property. The Contractor shall be fully responsible for the children under its supervision when the children are on the playground and/or playground equipment. The Contractor’s programs shall not alter the playground equipment or FCS’ buildings. Full liability insurance shall be maintained that covers this activity. The Contractor shall make every effort to separate younger children from older children to minimize risks of injury. When major repairs or re-construction are being performed on FCS’ playground equipment, the Contractor shall not use the playground equipment. FCS will notify the Contractor about plans for other FCS building projects that may affect operations of the After School Enrichment Programs.

In the event that construction or maintenance activity renders an interior area out-of-service, another similar area will be identified for the Contractor’s use. Program adjustment during such activities is expected.

The Contractor shall not make, or cause to be made, any repair or alterations to FCS buildings or other property, including but not limited to painting, carpentry, electrical mechanical, structural or non-structural improvements.

The FCS’ maintenance staff or its authorized Contractor(s) and Construction Manager, shall be the only agents permitted to make any repair or changes to the facilities or its equipment. All work shall be done by a work request or construction contract duly authorized by a Capital Programs or Facilities Services representative, as appropriate.

FCS will not provide any equipment, educational materials, office supplies, physical education equipment or other teaching aids for Academic After School Enrichment Programs.
conducted within or on FCS’ facilities. The Contractor will not have use of the kitchen or kitchen equipment, including refrigeration.

5. **FCS-PROVIDED BUILDING FACILITIES**

The Board of Education policies and regulations which govern school use of FCS’ facilities shall also govern Contractor’s use of school facilities, including Policy and Guideline KG. The Academic After School Enrichment Program shall confine itself to the rooms and corridors assigned for its use, and to the approved times. Classrooms shall be maintained and equipped for FCS’ instructional programs and any usage under this contract must maintain the appropriate cleanliness and order required of such a learning environment. FCS’ facilities shall be maintained by FCS in a safe, clean and acceptable condition.

Requests for Academic After School Enrichment Program services will not be considered unless an identifiable space is available within a particular school building. The space will be made available during the hours chosen by each school Principal.

Furnishings such as built-in storage cabinets, counters, desk attached to walls, cabinets attached to counters or walls, sinks or other building features may vary from building to building and from classroom to classroom. FCS makes no assurances that any particular furnishings shall be available. The Contractor is responsible for providing storage for its Academic After School Enrichment Program equipment and supplies. Any storage cabinets or other furniture placed in furnished room(s) shall be sturdy and non-tipping. Placement of all Contractor provided equipment shall be at the Principal’s direction.

FCS shall not be required to provide furniture or equipment for the use of the Academic After School Enrichment Program(s), except if such equipment and furniture is in place in the space furnished and the school Principal has approved its use (this includes coat hangers on walls). The Contractor shall use no supplies or any of FCS’ certified or classified employees’ supplies left in a classroom without prior written consent of the Principal.

FCS shall furnish room space, light, heat and air conditioning, power, and cold running water, for the operation of the After School Enrichment Program. FCS shall provide and supply sanitary toilet facilities, including paper towels and toilet paper, for the Contractor's employees and participants as indicated on SchoolDude. FCS’ custodians shall clean and remove trash from the rooms up to 6:00 p.m., unless other arrangements are made.

6. **SNACKS**

The Contractor shall not provide or sell beverages/snacks. Any beverages/snacks served during the Academic After School Enrichment Program shall be provided by and purchased from the FCS’ School Nutrition Program. The Contractor shall arrange scheduling and other administrative matters with the Principal and Executive Director of FCS School Nutrition Program. The Contractor shall contact the School Nutrition office at (470) 254-8967 between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday for
cooperation. All beverages/snacks ordered will be billed to the Contractor. The School Nutrition Program will submit a monthly invoice to the Contractor. Payments are to be submitted within ten (10) days of receipt. A two (2) week written notice is required for any cancellation.

7. SCHOOL CLOSINGS

FCS shall reserve the right to cancel or shorten any school day. FCS will give the Contractor notice of canceling or shortening a school day in non-emergency situations. In the event of emergency closure, FCS shall provide the Contractor with as much advance notice of the closure as soon as possible. The Contractor shall have a plan in place that instructs parents as to alternate pickup locations. Academic After School Enrichment Program services shall not be provided on non-school days.

8. CUSTODIAL SERVICES AND BUILDING ACCESS

In collaboration with the school Principal, the Contractor shall request custodial labor for situations that exceed 6:00 p.m. the normal working hours (i.e.: for early release days, summer school days). The custodian or other FCS’ employee shall be paid at the applicable regular hourly or overtime rate. This additional overtime duty shall be paid by the Contractor and recorded on the monthly FCS’ billing statement. In addition to the normal defined custodial duties, custodians working regular overtime are responsible for providing access to the building and maintaining a FCS presence. The custodian shall not be required to serve under the direction of the Contractor or their staff. This arrangement generally allows for the cleaning of the entire building including the areas and building access of the Contractor during the custodian’s normal working hours. Any circumstances that would require additional custodial coverage outside the normal scheduled work hours will be evaluated on a case-by-case basis and the applicable hourly overtime rate will be utilized to calculate cost for reimbursement by the Contractor. Some buildings are cleaned by contracted custodial service firms. Any incremental cost increase created by the Contractor’s program will be evaluated on a case-by-case basis and the cost will be reimbursed by the Contractor. Cleaning shall consist of vacuuming, mopping, sweeping, trash removal, cleaning and stocking bathrooms, cleaning classroom sinks and occasional dusting as provided to other similar spaces in the building.

The Contractor shall make every effort to leave the space occupied by the program clean and in a presentable condition as possible by picking up trash, cleaning up spills and organizing the room back into its pre-existing configuration to ensure the room is ready for the next school day. Any additional cleaning requirements to make the room presentable for use the next day shall be reimbursed by the Contractor.

If the Contractor’s program activities cause an unusually large amount of trash that may require additional cleanup as a result of the activities, the Principal may be instructed by the Facilities Services Department to charge for the extra cleanup labor costs that are not included in normal custodian duties. Those additional costs will be billed to the Contractor.
9. EMERGENCIES

If an emergency situation (i.e. intruder, fire, inclement weather) occurs while the Contractor has access to a school building, the Contractor shall immediately notify the Principal or custodian. If the Principal or custodian cannot be found immediately, the Contractor shall call FCS’ Safety and Security. If a Contractor is unable to secure a building because it cannot contact a custodian; the Contractor shall first call the Principal; if that is unsuccessful, the Contractor shall call the FCS’ Safety and Security and request assistance in securing the building. The Contractor shall report any of the above incidents or similar incidents to the Principal as soon as possible.

10. HEALTH AND FIRST AID

a. Staff shall be trained in First Aid, CPR & AED and Universal Precautions.
b. The Contractor must have some mechanism/processes in place to document medical conditions (forms for parents to complete).
c. The Contractor must have mechanism/processes in place to address medical issues/concerns and medical emergencies – staff need to be trained.
d. Please review the following link with regards to Academic After School Programs and licensure: [http://www.ciclt.net/gsaca/docs/Licensing.pdf](http://www.ciclt.net/gsaca/docs/Licensing.pdf)

11. FACILITY CARE BY CONTRACTOR

As part of the agreement for the Contractor to use FCS’ facilities, the Contractor shall be responsible for the following:

a) The Contractor shall comply with all polices and regulations regarding the use of FCS’ facilities as prescribed by the Board of Education and this contract. The Contractor shall exercise the utmost care in the use of school premises and agrees to protect, indemnify and hold harmless FCS and its officers and employees from any and all claims, liabilities, damages or rights of action directly or indirectly growing out of the use of the premises covered by this use agreement.

b) In the event of damage to FCS’ property or facilities, the Contractor shall notify the Principal immediately, accept the estimate of the damage amount (as estimated by the FCS Facilities Department) and pay all repair costs. Any damage of a safety nature shall be brought to the immediate attention of the Principal.

c) The Contractor shall be responsible for contents in the room(s) rented regardless of peril involved. The Contractor shall be responsible for the cost of repair of damage to FCS’ property that is the result of abuse or negligent care on the part of the Contractor, its staff or the students under its care.

d) The Contractor shall be responsible for any FCS’ equipment or materials used by the
Contractor (after receiving Principal’s approval for use) and shall pay full replacement cost for lost or damaged equipment or materials. Lost or damaged equipment shall be immediately reported by Contractor to the Principal. Normal wear and tear such as traffic patterns on carpet, sun fading of objects in rooms, minor dents on building structures, etc. will not be chargeable.

e) The Contractor shall be required to supervise students and shall be responsible for damage when their students are in the hallways, bathrooms, cafeteria, media center, playground, offices or any other areas of the building or school grounds.

f) Before performing certain acts which may cause later damage, e.g.: attaching objects or materials to walls, moving heavy equipment or furnishings within the room, using materials which may deface property or cause fires, conducting special events, etc., the Contractor shall advise the Principal of its intent and obtain written permission and/or written instructions on how to proceed. When transporting equipment or materials into FCS’ facilities, Contractor shall exercise caution and shall be responsible for damage to FCS’ facilities caused during this activity, including the marking of floor finishes.

g) No alterations to any FCS’ building shall be performed by the Contractor including painting, carpentry, electrical or other construction or grounds work. No oil base paint, flammable liquids, fire-producing chemicals and/or open flame of any form (including candles) shall be used in the classrooms.

h) Any animals brought onto FCS’ property by the Contractor shall first receive approval from the Principal and the parents. If there are cases where state licenses require interaction between children and certain animals (that cause or may cause allergic reactions or otherwise be objectionable to a child or any employee), the Contractor shall notify the state license agency and find alternate animals that can be used in their program.

i) Once access is gained, the Contractor shall restrict its activity to the classroom(s) and other areas as assigned, including nearby bathrooms, hallways around the classroom(s) and the outside playground. Parents, children in Academic After School Enrichment Program, Contractor's staff or anyone gaining access to a FCS’ building via the entrance when school is normally closed, shall be the responsibility of the Contractor. If the Contractor uses rooms in the school building other than the assigned room(s), it shall pay for the privilege and make prior arrangements with the Principal. The Contractor shall not attempt to obtain those privileges from the building custodian or any other FCS’ employee.

12. RENTAL COSTS SCHEDULE AND PAYMENT

FCS facility rental rates are posted on the Fulton County Schools website (www.fultonschools.org) under the Community tab, Rent an FCS Facility Rental, Fee Schedule (Effective July 1, 2019). The Academic After School Enrichment Program rental rate shall be at least equal to the Board of Education approved rates. Rates may increase at the sole discretion of the FCS.
SECTION B - PAYMENT

1. PAYMENT FOR RENTAL

Rental payment, payment for FCS custodial and other fees shall be made on a quarterly basis or on a more frequent basis as may be required by the Facility Rentals Department. Checks, cashier’s checks or money orders, one (1) per site, shall be made out to FCS, not the school, and the purpose of the check indicated as: Academic After School Enrichment Program Space Rental for ________________ (enter school name).

No other checks or other funds (marked as "gifts", "donations" or otherwise) shall be given to any FCS employee, in connection with this contract without approval from the Superintendent, her designee or the Board of Education. Recognition of any gift or donation must be formal and in writing and cannot be used to decrease the fees associated with this contract.

2. TIME OF PAYMENT

FCS will prepare an invoice within ten (10) working days once the after-school program schedule is entered into SchoolDude. The Contractor shall send the payment check to:

Fulton County School System  
Facility Rental  
The Administrative Center  
6201 Powers Ferry Road, Atlanta, GA 30339

Program may be terminated if payments are not timely received.

3. EVALUATION AND SELECTION PROCESS

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the submittals shall be based upon consideration of the demonstrated qualifications and capabilities of the qualified firms, which shall result in an award that is in the best interest of FCS.
THE SUBMITTAL

A. Offeror’s Responsibility:

It shall be the responsibility of the selected firm(s) to meet all specifications and guidelines set forth herein. No submittal will be considered that does not provide a serious and reasonable response to the solicitation. Each submittal will be evaluated in its entirety.

B. Oral Interview:

FCS may require qualified Offerors to participate in a detailed oral interview to fully discuss their submittal and to answer questions posed by FCS Representatives. A final selection may be based upon the evaluation of both the written and oral responses of each Offeror.

C. Submission of Submittal:

Submittals shall be submitted in three sections: (1) technical capability, (2) business stability, (3) and exceptions and modifications (if applicable). Four (4) sealed submittals (one (1) original and three (3) copies) shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the offeror may choose to propose; however, the concept shall be placed within the framework of the three (3) sections.

D. Basis for Selection

Submittals will be evaluated on a combination of factors. The evaluation factors are (1) technical capability, (2) business stability, and (3) exceptions and modifications (if applicable).

E. Preparing the Submittal

Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped “proprietary.” It is not acceptable to label the entire submittal as confidential and proprietary.

Submittals shall contain the following minimum information and be organized in the format indicated:

1. Cover Sheet

   Title: Fulton County Board of Education
   Request for Qualification Number 109-22
   Academic After School Enrichment Programs- Phase I
   Submitted by: Name of company
2. General Information Page

a. Name of firm
b. Names of Principals of the firm
c. Type of Organization (Individual, Partnership, Corporation, Joint Venture, etc.)
d. Names and titles of individuals authorized to bind this firm in contracted agreements

3. Detail Information Sheet(s)

a. Name of firm;
b. Office Address;
c. Mailing Address;
d. Telephone Number;
e. Fax Number;
f. E-mail address and/or web site;
g. Number of staff employed full time and contracted;
f. List any projects performed for FCS and/or other similar school systems in size or on other similar projects. Provide the following information for each project listed:
   • Type of Project
   • Staff who participated and in what capacity

F. Executive Summary

An executive summary of not more than two (2) pages stating the firm’s interest and proposed commitment to Tutoring Services shall precede the specific required sections.

G. THE SUBMITTAL

SECTION I – TECHNICAL CAPABILITIES:

A. METHODOLOGY:

Explain in detail the program being offered. This shall include:

a. Geographic location of the school(s) that the offeror can serve. Please refer to our Learning Zones Learning Zones / Learning Zone Map (fultonschools.org)
b. Grade levels that the offeror can serve.
c. Number of students that the offeror can serve.
d. Program capabilities for students with disabilities. Please be specific about what you can and cannot provide.
e. Past experience in working with districts similar to the size and scope of Fulton County
f. Past experience in implementing academic after school enrichment programs (number of schools, number of students, how you have replicated and scaled your program)
g. Any equipment that is needed to meet the objectives of the program and if that equipment is provided by the offeror or FCS.

B. CAPABILITIES:

Responses to all capabilities listed shall be in accordance with all specifications for Academic After School Enrichment Programs.

**Academics**

A detailed explanation of the academic support that the offeror(s) can provide for students. These offerings could take place before school, after school, and/or on Saturday. Please describe the Offeror’s capabilities in the following areas:

1. Sequenced programming that connects to students’ academics during the day
2. Engaging programs that are age-appropriate for students and allow students to acquire new skills.
3. Alignment with Fulton County courses and Georgia state curriculum standards
4. Embedded academic assistance for students in the areas of English Language Arts, Math, Numeracy, and Literacy
5. Structured outdoor activities, where appropriate, for students
6. Family Engagement, i.e., capacity to reach and support families that engage in academic after school enrichment.
7. Program enrichment in areas such as art, dance, music, clubs, fine arts, etc.

**Organization**

A detailed explanation of the organization. Please describe the Offeror’s capabilities in the following areas:

1. An organizational chart that includes the number of staff members, staff members, and resumes of full-time staff members.
2. Prescribed training and coaching of staff members
3. Positive adult and student relationships
4. Student to Teacher Ratio
5. Minimum and Maximum Class Sizes
6. Minimum and Maximum Hours per Week and Time of Day (45-100 hours per year)

**Communication**

A detailed explanation of how the offerors will communicate with stakeholders. Please describe the Offeror’s capabilities in the following areas:

1. Description of communication protocols for stakeholders (school administration, teachers, students, and families)
2. Engaging parents in the program and student outcomes
3. Communication with administrators to problem solve situations that arise.

**Implementation Quality**

A detailed explanation of how the offerors will implement a strong academic after school enrichment program. Please describe the Offerors capabilities in the following areas:

1. Explain your enrollment and admission policies.
2. Provide a detailed explanation of your Program goals.
3. Availability of program manual
4. Provider training for implementing this program.
5. Ongoing coaching and supervision.
6. Ongoing support for implementation through supervision, consultation, coaching, and debriefing with FCS staff. Evidence of student outcomes/impact of interventions provided by programs.
7. Include your hours of operation for on-site programs.
8. Explain how you address a student being absence on a regular basis.
10. List equipment and supplies that you will provide in classroom(s) and/or other areas/
11. Include Per student pricing and any discounts.
12. Explain how parents will be reimbursed for program cancellations by Contractor
13. Provide cancellation fee schedule if parents cancel.
14. Explain how you will operate during summer school and coordinate with the school Principal.
15. Describe how parent participant fees are assessed and collected, including procedures and policies for non-payment or if payment is in arrears.
16. Describe your procedures for student supervision and discipline.
17. Explain in the event that your staff is not available, what are your procedures for coverage.
18. Explain policy/procedures and response time for handling emergency situations, i.e. building, inclement weather, intruders; as well as notification of parents and key FCS personnel.

**SECTION II - BUSINESS STABILITY:**

A. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company’s primary contact with FCS for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project’s coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such
REQUEST FOR SEALED SUBMITTAL

DATE: ______________________

SUBMITTAL NO.: ______________

NAME OF COMPANY: _______________________________________________________
____________________________________________________________________________

The Fulton County Board of Education
6201 Powers Ferry Road
Atlanta, Georgia 30339

Gentleman/Madam:

Having carefully examined the Submittal Conditions and Specifications entitled “RFQ No. 109-22, Academic After School Enrichment Program- Phase I” for the performance of subject work all dated ________, and the Addendum/Addenda ____________, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Offeror’s Checklist has been complied with, is completed, and is enclosed with this submittal.