

SOLICITATION NO. 119-23

INVITATION FOR BID

FOR

CUSTODIAL SERVICES FOR HEMBREE SPRINGS ELEMENTARY SCHOOL

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

CONTRACTING DEPARTMENT

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1. INTRODUCTION

- a. To be entitled to consideration, sealed bids shall be made in accordance with the following instructions and shall be received in duplicate and one (1) flash drive in the office of the FCS Contracting Department, 6201 Powers Ferry Road, Atlanta, Georgia 30339, no later than the date and time (determined by the time stamp in the FCS Contracting Department) set forth in the “Invitation for Bid”, at which time and place the bids will be publicly opened and read. Delivery of bids shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. postal service) only. The FCS time stamp placed on each bid is conclusive as to the time and date that FCS actually received the bid.
- b. Bids received after the date and time specified will not be considered.
- c. FCS reserves the right to reject any or all bids and to waive technicalities and informalities. The judgment of FCS on such matters shall be final.
- d. The terms Bidder, Vendor, Contractor and/or Offeror are synonymous in this document and refer to the person, entity or firm that submits the bid in response to this IFB.

2. GOVERNMENTAL ENTITY

- a. The governmental entity, the owner, for whom the work will be executed is:

Fulton County School District, Georgia (hereinafter “FCS”).

3. PREPARATION OF BIDS

- a. All bids shall be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the bid shall initial corrections in ink.
- b. Specifications used are intended to be open and non-restrictive. Contractors are invited to inform the FCS Contracting Department whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the FCS Contracting Department rules that it is in the best interest of FCS to consider.
- c. Brand names and numbers when provided in solicitations are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless “no substitutes” is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and is equal or better in quality and function and fully compatible with this requirement.

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- d. By submitting a bid, the Contractor warrants that any goods supplied to FCS meet or exceed specifications set forth in this solicitation.
- e. The FCS Contracting Department will be the sole judge in making determination as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the bidder. Bid on each item separately. Prices shall be stated in units specified in the solicitation.
- f. If any supplies, materials, and equipment are provided to FCS under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to FCS will be deemed to have breached the contract, and appropriate action will be taken by the FCS Contracting Department.
- g. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the bidder cannot meet the required delivery date, a bid should not be submitted. Time shall be stated in "calendar" days. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
- h. Bids shall be signed by an authorized officer of the company.
- i. Telephone or fax bids in lieu of the bid schedule will not be accepted.

4. FAILURE TO BID

If a bid is not submitted, the solicitation is to be returned marked "no bid". Failure to provide a bid or "no bid" may result in the company being removed from the FCS mailing list.

5. TAXES

FCS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in bids. However, in the event taxes are required by state or federal law for the services or products outlined in this bid, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by FCS.

6. CHARGES AND EXTRAS

Bids are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. All pricing must remain firm for each year the contract is in effect.

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7. SOLICITATION QUESTIONS

If a Contractor contemplates bidding and is in doubt as to the meaning of any part of these documents, he may request an interpretation. This shall be submitted in writing and addressed to the Executive Director of Contracting, FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339.

8. ADDENDA

No oral interpretations will be made as to the meaning of any part of the solicitation documents. Interpretations will be made by addenda only. The FCS will not be responsible for any other interpretations or explanations.

Failure to request an interpretation shall not relieve the successful bidder from the obligation to perform work in accordance with the contract as interpreted subsequently by FCS authorized representatives. Addenda issued in writing during the time of solicitation shall be addressed in the bid as appropriate, and each addendum incorporated in the subsequent contract. Copies of addenda will be posted on the Contracting Department Web Site www.fcspurchasingdept.org for all who have obtained a set of solicitation documents from the web site to view and download.

9. ADDITIONAL TERMS

FCS shall not be bound by any terms and conditions included in any bidder's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or contract. FCS does not accept any terms or conditions from Contractor contracts on bids.

10. REVISION OR WITHDRAWAL OF A BID

A bid may be revised or withdrawn by the bidder prior to the bid opening date and hour with the permission of the FCS Contracting Department. Requests to withdraw a bid, along with support documentation, will be made in writing to the FCS Contracting Department. After the bid opening, the FCS Contracting Department, at its sole discretion, will permit withdrawal only when the best interest of FCS would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the bid not resulting from negligence and the mistake is clearly ascertainable. If withdrawal is allowed, FCS reserves the right to determine that the Contractor is chronically not responsible.

11. FUNDS

Award will be made at the option of FCS, to the lowest priced, responsive and responsible bidder or bidders meeting specifications within appropriated funds available.

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12. BID SCHEDULE

Bid prices shall be submitted on the Solicitation Bid Schedule furnished by the FCS Contracting Department. All related correspondence containing information required by solicitation documents shall be attached to said schedule.

Bids shall be submitted in a sealed envelope addressed to the FCS Contracting Department, 6201 Powers Ferry Road, Atlanta, Georgia 30339, plainly marked as a bid (nomenclature, time of bid, date and time of bid opening, and the solicitation number to be on bid envelope submitted) for the work as set forth in the Invitation for Bid.

Bidders shall bid on all alternates shown on the Bid Schedule. The acceptance of any or all alternates will be at the discretion of FCS with no reference to numerical sequence. Any alterations/modifications to the bid schedule may deem the bid non-responsive.

13. EXAMINATION OF SOLICITATION DOCUMENTS

Bidders are notified that they must thoroughly examine solicitation documents which may include: Cover Sheet, Table of Contents, Advertisement, Bid Conditions, Specifications, Bid Schedule, Drawings, General Conditions, and Technical Specifications together with Addenda thereto issued prior to the receipt of solicitation.

14. COMPLIANCE WITH LAWS

All goods and/or services furnished shall comply with all applicable Federal, State and Local laws, codes, rules, ordinances and regulations, including but not limited to all FCS policies, procedures, operating guidelines and/or regulations. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All offerors shall include a notarized affidavit stating with specificity any "trade secret" as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under The Open Records Act (O.C.G.A. § 50-18-70 *et. seq.*), specifically O.C.G.A. § 50-18-72(a)(34). Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division.

15. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to bid opening date. Only Contractors who participated in the solicitation are eligible to protest. Other protests shall be filed not later than three (3) working days after bid opening date, or if the protest is based on subsequent action of FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the Executive Director of Contracting.

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Protests which are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for the School District's reasonable attorney's fee and expenses of litigation for any protest arising out of this solicitation in which the School District is a prevailing party.

16. PURCHASING POLICY AND OPERATING GUIDELINES

The FCS Purchasing Policy and Operating Guidelines DJE and Regulations are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation a Bidder, potential Bidder, or Contractor agrees to be bound by the FCS Purchasing Policy and Operating Guidelines DJE and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

Those wishing to do business with Fulton County Schools are required to complete our supplier questionnaire and register on Ariba, which is the business network used by FCS for receiving electronic responses to our solicitations, sending purchase orders, and receiving invoices. If your company is not currently registered to be business with FCS on the Ariba Business Network, please send an email to wecare@fultonschools.org for information on how to start the process.

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1. BIDDERS QUALIFICATIONS

FCS, before Contract Award, may require bidders to document that they are “responsible” bidders to the complete satisfaction of FCS. Bidders may thus be required to show that they have the necessary facilities, are properly registered and licensed to perform the work specified herein, have the technical ability and financial resources to execute the work in a satisfactory manner, and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. FCS shall have the absolute right to determine Contractor responsibility and responsiveness to these requirements and any other requirements under this solicitation. FCS has the right to request at anytime documentation relating to the Contractor’s qualifications. The Contractor’s failure to provide such documentation or appropriate documentation will result in the Contractor being determined to be not responsive or not responsible, or both.

2. CONTRACT LETTER

The contract award letter or establishing purchase order prepared and mailed by FCS, or otherwise furnished, to the selected bidder within the time for acceptance specified, results in a binding contract without further action by either party. The contract award letter and any of its terms and conditions are a part of this contract. The contract shall consist of this solicitation and any addenda thereto, and the contract award letter or establishing purchase order, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the award letter which are not included in or otherwise expressly incorporated into this contract. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the Executive Director of Contracting all terms and conditions of the FCS contract documents shall be in affect and shall govern if in conflict with any term or condition otherwise presented.

3. TIE BIDS

In the purchase of supplies or services by FCS, prices and quality being equal, the tie will be resolved by a coin toss in a public forum will be used.

4. REJECTION OF A BID

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a bid or removal from the list of bidders.
- b. Bids will be rejected if:
 - 1) The bidder’s acceptance period is less than the required acceptance period in the solicitation.
 - 2) The bidder fails to submit requested documents, including but not limited to any licenses, certificates, bonds, or insurance policies, within the time specified by FCS.

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- 3) The bid contains a minimum order/ship quantity or dollar value (unless called for in the solicitation).
- 4) The bid contains a prepayment and/or progress payment requirement (unless called for in the solicitation).
- 5) The bid contains provisions for late charges whether designated as interest charges or otherwise.
- 6) The bid fails to include all appropriate elements of all addenda issues to the solicitation.
- 7) The bid contains terms and conditions, which are in conflict with the solicitation or FCS regulations, or that otherwise, may be construed as qualifying the bid.
- 8) The bid does not meet the terms and conditions of this solicitation or imposes terms and conditions not acceptable to FCS.

5. DISCOUNTS

Award will be made on the basis of the net unit price or the all items net price. When submitting bids or quotations, all discounts (any discounts, cash discounts, quantity discounts, combination of item discounts, all item discounts or any other form or combination of item discounts), shall be calculated by the bidder and reduced to a net unit price or, when requested, to an all item net price. Discounts offered in any other form or time limit will not be considered in making the award.

6. AWARD

- a. The award of the contract shall be made to the lowest, responsive, and responsible bidder(s) meeting specifications within appropriated funds available and complying with all applicable requirements.
- b. Unless the solicitation gives notice of an all-or-none award, FCS may accept any item or group of items of any bid, whichever is in the best interest of FCS.
- c. Contractor's agree that their bids are subject to acceptance at any time within ninety (90) days after opening, unless otherwise stipulated in the solicitation.
- d. FCS may accept or reject any or all bids, parts of bids, may waive informalities, technicalities and irregularities. The judgment of FCS on such matters shall be final.
- e. It is within FCS' sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within FCS' sole discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within FCS' sole discretion to terminate this agreement, to not renew a

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Contractor or to not make an award to a Contractor who is determined to be not responsible or not responsive. None of the foregoing limits any other discretion that FCS has in relation to its solicitation process.

- f. The solicitation (including all addenda or exhibits), bid, contract notification letter or establishing purchase order, attachments or exhibits (either attached there or by reference), shall constitute the entire binding contract on the terms set forth and is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia. The solicitation supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Agreement which are not included in or attached to this Agreement. The Agreement may be modified or amended solely in a writing signed by both parties.
- g. All correspondence, including Notices of Awards and Purchase Orders will be sent to the address appearing on the Contractor's bid.

7. INSURANCE

When the responsive and responsible Offeror has been identified, he or she will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within five (5) days of the date of written notification to the Offeror. Providing proof of and maintaining the insurance coverage indicated below will be reviewed as part of the Offeror's qualifications, including but not limited to whether the Offeror is responsive or responsible.

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 Contractors 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.

No Contractor 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

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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) 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 to the Contract as required by the contract document and that he/she is licensed by the State of Georgia to conduct business in the State of Georgia and that the companies providing insurance coverage to the Offeror are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- 5) Any and all companies providing insurance required by the Contract documents shall meet or exceed the minimum financial security requirements as set forth below.

For all Contracts, regardless of risk, companies providing insurance required by the Contract Documents shall have a current:

- a. Best's Rating of not less than A
 - b. Best's Financial Size Category of not less than Class X.
- 6) In the event the Offeror neglects, refuses, or fails to provide the insurance required by the Contract documents, or if such insurance is cancelled for any reason, FCS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Offeror or FCS shall have the right to terminate or non-renew the Contract.

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B. Workers’ Compensation and Employer’s Liability Insurance

The Offeror shall procure and maintain Workers’ Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this Contract. In addition to the below, Workers’ Compensation Insurance must be in compliance with the applicable Workers’ Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes.

Offeror acknowledges that Fulton County Schools does not provide nor is legally liable for Offeror workers’ injuries including death and is not required to provide Workers’ Compensation to any Contractor, subcontractor or any tier. Offeror also acknowledges that he/she is responsible for its employees and to the Georgia Workers’ Compensation Act.

Workers’ Compensation	Statutory
Employer’s Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

The Offeror shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 policy aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, property damage and advertising injury, and any other type of liability for which this Contract applies. These are the minimum insurance coverage and limits that the Offeror shall maintain. If the Offeror maintains broader coverage or higher limits than the minimums shown above, FCS requires and shall be entitled to all coverage and for higher limits maintained by the Offeror. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FCS.

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an “occurrence” form.

D. Automobile Liability Insurance

The Offeror shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability.

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If the Offeror does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Offeror's personal automobile policy or the Commercial General Liability coverage required under this Contract.

E. Fidelity Bond to Protect FCS Assets

The Contractor is required to provide a \$50,000.00 Fidelity Bond for each school.

F. Property Insurance

Offeror assumes sole responsibility for loss or damage to its property and hereby releases FCS and FCS's boards, officials, directors, officers, employees, agents, and volunteers from loss or damage to Offeror, its agent, representatives, employees, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.

G. Primary and Non-Contributory Coverage

For any and all claim(s), the Offeror's insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by FCS shall be non-contributory.

H. Health Insurance

The Offeror agrees that any obligation to provide health insurance to the individuals utilized by the Contractor shall be the sole and exclusive responsibility of the Offeror.

I. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) day prior written notice to FCS.
2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making FCS and FCS's boards, officials, directors, officers, employees, agents, and volunteers Additional Insureds under such policies.
3. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of FCS, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.

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4. Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Offeror to FCS, Attn: Contracting Dept., 6201 Powers Ferry Road, Atlanta, GA 30339. Certificate must include RFP, RFQ, or Contract number and Project name.

J. Claims-Made Policies

If Offerors' Professional (Errors and Omissions) Liability Insurance is written on a claims-made coverage form:

1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to FCS for review, if/when requested.

K. Certificates of Insurance and Verification of Insurance Coverage

Offeror shall furnish FCS with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by FCS Contracting Dept before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Offeror's obligation to provide them. FCS reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

L. Subcontractors

Offeror shall require and verify that all subcontractors maintain insurance and coverage requirements meeting all the requirements stated herein.

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M. Non-Limitation on the Offeror’s Liability

The obligations for the Offeror to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Offeror, whether or not same is covered by insurance.

N. Special Risk or Circumstances

FCS reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

8. HOLD HARMLESS AGREEMENT

The Bidder shall Hold Harmless and indemnify FCS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees (“FCS Indemnitees”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Bidder or Bidder's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Bidder or Bidder's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Bidder or Bidder's subcontractor; (e) any security breach involving data in Bidder’s or Bidder's subcontractor's possession, custody or control, or for which Bidder or Bidder's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Bidder’s action(s) or inaction(s), or which are the result of any subcontractor’s action(s) or inaction(s) who is hired or retained by the Bidder; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Bidder’s Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a FCS Indemnities, then Bidder's Obligations shall be reduced by the proportional fault of the FCS Indemnities.

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9. LIQUIDATED DAMAGES

If the Contractor fails to perform the services in accordance with the specifications of the contract and fails to respond telephonically within three (3) hours of notification of unsatisfactory work to correct the problem, FCS shall deduct the following sum for each occurrence from his monthly payment.

First Occurrence \$ 500.00

Second Occurrence \$1,000.00

FCS shall deduct the sum of \$1,000.00 for each failure to respond after the second failure from the Contractor's monthly payment. Liquidated damages are intended to compensate FCS for failure of Contractor to perform services in accordance with contract specifications; this is not a punishment.

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SECTION III – POST AWARD

1. ASSIGNMENT

By the submission of this bid, the bidder agrees not to assign the contract or purchase order to others unless specifically authorized 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. BACK ORDERS

Back orders may be made only when specifically authorized to do so by FCS' Contracting Department. The necessity to back order may be deemed a breach of contract.

5. 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 bid, the 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 of or refusal of either notice. Failure to do so will be cause for termination.

In such event with specific instructions by the FCS Contracting Department, the Contractor shall immediately remove the property without expense to FCS and replace all rejected property with such property or services conforming to the specifications or samples.

- b. If the contract is terminated for default, FCS may procure such property or services from all 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.

CONTRACTING DEPARTMENT

BID CONDITIONS

SECTION III – POST AWARD

Price paid by FCS in such event shall be the prevailing market price at the time the substitute purchase is made.

- c. Failure by a Contractor to perform on delivery of goods or services as specified may also result in the removal of the Contractor from doing business with FCS for a period of up to one (1) year and FCS reserves the right to determine that the Contractor is chronically not responsible.

6. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience, at any time for any reason with no penalty, any contract awarded through this solicitation by providing the Contractor with thirty (30) days written notice.

7. PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS

The Contractor shall, at his own expense, obtain all necessary licenses, permits and bonds; give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. The Contractor shall maintain the licenses, permits and bonds required in a current status after award and throughout the course of the contract.

The Contractor shall agree that in the performance of the contract, they will comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

8. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by FCS solely from appropriations received by FCS. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of FCS no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS at the end of any fiscal period (hereinafter referred to as “Event”) as set forth in O.C.G.A. § 20-2-506(b)(2). In such Event, the Chief Financial Officer of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of FCS certification, FCS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another Contractor at the same or higher annual cost to FCS.

9. CONTRACTOR’S APPLICATION FORM

If the Contractor does not have an application on file with FCS please go to www.fcspurchasingdept.org to register.

CONTRACTING DEPARTMENT

BID CONDITIONS

SECTION III – POST AWARD

10. INDEPENDENT CONTRACTOR STATUS

Contractor agrees that it is an independent contractor and FCS is not responsible for the payment of any salaries, taxes, health insurance, benefits or other costs associated with the provision of workers by Contractor under this Agreement.

All workers utilized by Contractor to perform work for FCS ("assigned workers") are intended by the parties to be the common law employees of Contractor and not of FCS. As such, Contractor is responsible for: (a) providing workers' compensation and general liability insurance coverage with respect to the assigned workers, (b) providing assigned workers with compensation and benefits and contributing to Federal Social Security, state unemployment, and other required funds through payroll; (c) complying with all obligations under the Affordable Care Act ("ACA"); and (d) verifying that all assigned workers are legally eligible to work in the United States under Federal immigration laws. Contractor retains sole and exclusive liability for all contributions, taxes, payments, obligations and tax filings required to be made for the assigned workers under all applicable federal or state income tax laws, unemployment and workers' compensation acts, social security acts, the ACA and other such legislation; and Contractor shall fully indemnify FCS for any failure by Contractor to comply with such laws.

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, or acts of government or government agency or officers.

CONTRACTING DEPARTMENT

BID CONDITIONS

SECTION IV – OTHER

1. NON-DISCRIMINATION

The Contractor, by the submission of a bid or the acceptance of an order or contract, does agree in providing the goods and services covered under the bid or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

2. FCS NON-DISCRIMINATION

FCS does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Purchasing requirements.

4. DRUG-FREE WORKPLACE

By submission of a bid, the bidder certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract. The bidder also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such bidder.

5. CERTIFICATION OF NON-COLLUSION

By submitting a bid the bidder certifies: “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 respects fair and without collusion or fraud. That collusive bidding is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.”

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the bid shall be abided and that the person signing this bid is authorized to sign the bid for the bidder.

CONTRACTING DEPARTMENT

BID CONDITIONS

SECTION IV – OTHER

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all bids are rejected, there shall be no liability on the part of FCS for any costs incurred by bidders or potential bidders in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by Federal law, Georgia law or under the contract.

9. GOVERNING LAW

This solicitation and any contract arising out of the solicitation shall be interpreted under governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Offeror consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts, and waives any objections Offeror may now or hereafter have based on venue or forum non convenience.

10. CONFIDENTIALITY, PRIVACY AND SECURITY

The Offeror's employees, agents and subcontractors may have access to or become aware of FCS' confidential information including without limitation FCS' strategic plans, employee data, student data and other such information of FCS (collectively referred to as the "Confidential Information"). Offeror shall presume that all information received pursuant to the contract or in the course of fulfilling Offeror's responsibilities under the contract is Confidential Information unless otherwise expressly designated by FCS. Offeror must maintain the highest levels of security in order to preserve and protect the confidentiality of FCS' data and to protect and prevent unauthorized disclosure and use of student and personnel information.

It is imperative to protect students' privacy in order to comply with FERPA, to avoid discrimination, identity theft or other malicious and damaging criminal acts. Offeror must and shall adhere all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all FCS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security. Offeror represents and warrants that it will adhere to applicable privacy standards as required with respect to education records and personally identifiable information as required by FERPA and its implementing regulations, as well as the requirements under the Protection of Pupil Rights Amendment (PPRA) and its implementing regulations. Offeror will also comply with the Children's Online Privacy Protection Act (COPPA) and its implementing regulations. To the extent Offeror or a subcontractor comes into contact with any student data or information, Offeror or subcontractor will not disclose such information without eligible student/parent/guardian and FCS written permission.

CONTRACTING DEPARTMENT

BID CONDITIONS

SECTION IV – OTHER

In its own discretion, FCS may designate Offeror as a "school official" within the meaning of FERPA, if FCS determines that the services contemplated herein are functions that would normally be provided by FCS and if FCS determines that Offeror has a legitimate educational interest in student educational records and information. Offeror will be under the direct control of FCS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. Student information and educational records as defined pursuant to O.C.G.A. Title 20 and FERPA, as well as any other confidential information of FCS that Offeror or Offeror's subcontractors may come in contact with, will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this proposal. Offeror is required to and shall immediately notify FCS when it becomes aware of any security or data breach, or a suspected security or data breach. All Confidential Information as well as other documents, data and information provided to the Offeror by FCS is and will remain the property of FCS to the extent that it was the property of FCS at the time it was provided to the Offeror. All Confidential Information and all other FCS data and information shall be returned to FCS by the Offeror, without charge, within five (5) business days of the completion of the services under this proposal unless, and to the extent as required by law, regulation or professional standards. If requested by FCS, an officer of the Offeror will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof have been delivered to FCS or destroyed.

To the extent Contractor is an "operator" as defined by the Georgia Student Data Act ("SDA"), Contractor shall comply with the provisions of O.C.G.A. § 20-2-666. Specifically, Contractor shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Contractor has acquired because of a student's use of Contractor's website, service, or application; (2) use information created or gathered by Contractor's website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student's data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student's parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666. Contractor shall (1) implement and maintain reasonable security procedures and practices appropriate to the nature of the student data to protect that information from unauthorized access, destruction, use, modification, or disclosure and (2) delete a student's data within 45 days if FCS requests deletion of data under the control of FCS.

Contractor understands that FCS must comply with the SDA and Contractor shall assist FCS in complying with the SDA. Within 10 days of a request by FCS, Contractor shall: (1) provide FCS student data maintained by Contractor in electronic format unless Contractor demonstrates and FCS agrees, in FCS' sole discretion, that the requested data maintained by Contractor cannot reasonably be made available to FCS; and (2) correct inaccuracies contained in the student data and confirm the correction to FCS.

CONTRACTING DEPARTMENT

BID CONDITIONS

SECTION IV – OTHER

11. OPEN RECORDS ACT

Offeror acknowledges and agrees that FCS is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide FCS with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the FCS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror **must** follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

ADDITIONAL CONDITIONS

1. CONTRACT TYPE

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

2. CONTRACT PERIOD

The contract period for this contract shall be as stated in the contract award letter. The Contract may be 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

Award will be made on an "All or None" basis. However, FCS reserves the right to award to multiple Contractors if it is deemed to be in the best interest of FCS.

5. REQUIREMENTS CONTRACT CLAUSE

This is a requirements contract for Custodial Services for Hembree Springs Elementary School. The quantities specified in the bid schedule are estimates only. There are no guarantees as to the quantities FCS will require over the time period stated, and therefore, no liability for non-purchase of any goods and/or services. More or less of the estimated quantity may be purchased.

Delivery or bid/performance may be made only as authorized by Purchase Orders issued by FCS Contracting Department. The Contractor shall furnish to FCS all services specified in the schedule of the order issued by FCS.

6. BONDING

The Contractor is required to provide a Fidelity Bond for each school awarded in accordance with Section II - Contract Award, Item G, page 14.

7. DAMAGE, THEFT, ILLEGAL OR INAPPROPRIATE CONDUCT

The Contractor shall be responsible for repairing or replacing, to the satisfaction of the FCS owner's representative, any damage caused by any willful or negligent act of its employees.

The Contractor is also liable for any theft proven to be either committed by its employees or made possible by willful or negligent action of its employees.

The Contractor must reimburse any costs incurred by Fulton County Schools due to illegal or inappropriate conduct by the Contractor's employees. Such costs shall include, but are limited to the following:

- a. Re-keying or restoring of locks.

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- b. Service charges levied by security alarm Contractors, law enforcement agencies or security companies in response to false alarms.
- c. Payments to law enforcement agencies or security companies for investigations of conduct that prove a Contractor's employee's inappropriate or illegal conduct.
- d. Replacement costs of items missing or damaged, due to an employee's conduct.

8. CONSUMER PRICE INDEX

The CPI for "All Urban Wage Earners And Clerical Workers, second column reading, percent change, monthly, year, group" all items (1982-84-100) may be used for the month the contract is renewed, i.e., renewal month of August 1, 2022 will use the CPI index showing the percent change from August, 2021 to August, 2022. Each successive option may be treated in the same manner. With the delay of appropriate data available upon extension of the contract, the increase/decrease in payment may not be made for the second year of the contract until the Consumer Price Index is published and received by the Executive Director of Contracting for the month required to complete the price.

9. DELIVERY REQUIREMENTS

Performance of services shall begin on Thursday, December 1, 2022, unless notified otherwise by FCS Owner's Representative for the initial onset of contract and shall end approximately three (3) weeks after school closes. **Performance of services is for eleven (11) months - August through June.**

10. OTHER PAYMENT TERMS

- a. Contractor shall invoice FCS once every month. All invoices shall be submitted for approval by the Owner's Representative.
- b. Total contract price for services is based on approximately a 12-month period. Monthly payment of services will be one eleventh (1/12th) of contract price.

11. OWNER'S REPRESENTATIVE

Supervision of the contract will be performed by FCS' Representative, Andrea Smith, Principal, Hembree Springs Elementary School or her designee(s).

12. INITIAL CLEAN-UP PRICING

Contractors shall submit pricing for a one-time initial clean-up where indicated in the Bid/performance Schedule. **This service is optional and therefore will not be used in the evaluation of the low bidder.** FCS at its sole discretion, after contract award, will decide whether or not the initial clean-up will take place.

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13. SUMMER CLEANING

All summer cleaning, when required, shall be completed by July 15th of each contract period.

14. ADDITION TO EXISTING BUILDINGS

The cost per square foot is the amount to be charged for monthly clean-up of a building addition. The square foot cost will be used if an addition is added to existing building after award of the contract. Custodial services for addition to building may or may not be required. However, the cost per square foot as listed in the bid/performance schedule by the successful Contractor shall apply if service is required. This price shall be effective throughout the duration of the entire contract period, and shall be in accordance with all terms and conditions as set forth in the solicitation.

15. CRIMINAL HISTORY BACKGROUND CHECKS

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract. The Contractor shall be notified in writing of FCS' intent to award a contract, and shall proceed at that time, to coordinate the criminal history background checks with the FCS Department of Safety & Security, (470) 254-0599. If the criminal history summary report reveals any felony convictions or no final disposition for a charge, the FCS Department of Safety & Security shall determine if the Contractor's employee is eligible/ineligible to perform services in FCS. Contractors shall not employ for the services of FCS, any person who does not pass the criminal history summary background check, as determined by the FCS Department of Safety & Security.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check, and be deemed eligible to perform services for FCS, as determined by the FCS Department of Safety & Security. This shall be done prior to the employee starting work.

Note: The Contractor shall provide to The Contracting Department, the names of **all** personnel assigned to perform services for FCS, **prior** to the start of work.

Badges

All Contractor employees deemed eligible by FCS Police Department to perform services for FCS shall be issued a yellow and white badge bearing the words "Contract Custodian". The badge shall be issued to the eligible employee by the FCS Police Department. Contract employees shall not report to any FCS school or facility at any time to perform services without the badge. If so, the employee shall not be allowed to enter the building to perform services. Badges shall be worn at all times when on FCS property.

Upon termination of a contract employee, **the Contractor shall immediately** retrieve the badge from the ex-employee, inform the appropriate FCS on-site Contract Administrator, i.e., Principal

CONTRACTING DEPARTMENT

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of such, and turn in the badge to the FCS On-site Contract Administrator, or the FCS Environmental Technician.

Keys

Upon award of a contract, FCS may provide keys and an access code to the non-working supervisor, to allow entrance to and exit from Middle School. **NOTE: If keys and codes are provided, they shall be given ONLY to the non-working supervisor. Neither the keys nor the access codes shall be duplicated, nor given to other contracted employees in the non-working supervisor's absence, unless the Contractor has obtained permission to do so from the FCS' Representative, Executive Director, Facilities Services, Joseph Clements, or his designee**

Upon termination of a non-working supervisor, **the Contractor shall immediately** retrieve the keys from the ex-employee, inform the appropriate FCS on-site Contract Administrator, i.e. Principal of such, and forward the keys immediately to the on-site Contract Administrator, i.e., Principal. The keys shall be reassigned, and a new access code shall be given to the new non-working supervisor by the FCS on-site Contract Administrator.

16. FLOOR PLANS

Floor plans included herein are provided to illustrate the building layout only. **Bidders shall verify and make their own determination regarding the square footage to be cleaned. FCS makes no claim to the accuracy of the attached floor plans and the square footage measurements presented in this document.** Floor plans are for information purposes only. The Contractor is responsible for visiting the Administrative Center to see the actual areas to be cleaned or attending the site visit.

17. SUBCONTRACTING

The Contractor shall perform all of the actual work with its own work force, unless otherwise approved by the Executive Director of Contracting. Any approved subcontractors and their employees assigned to perform services under this contract must pass criminal history background checks in the same manner as Contractors and their employees.

18. RECEIPT OF ADDENDUM CLAUSE

Addenda issued to solicitations will be available at the FCS Contracting Department or on the department web site located at 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 proposal may be determined to be non-responsive by the FCS Contracting Executive Director.

19. SUBMITTALS

Bidders are responsible for submitting bids 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 bidder is

CONTRACTING DEPARTMENT

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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.

20. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is a condition for the contract bid and any contract award. Contractor is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Contractor's bid.

Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix I) with your bid shall result in your bid being declared non-responsive. If a Contractor claims one or more of the documents is inapplicable then the Contractor shall mark the form "Not Applicable" and submit it with their bid. FCS reserves the right to request additional information from the Contractor to substantiate information provided to FCS. The failure to respond to such a request may result in the Contractor being determined to be non-responsive.

Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth here.

21. COMMUNICATION WITH FCS STAFF

From the issue date of this solicitation until completion of the entire solicitation process and announcement of award notification, all Contractor communication must be authorized by and directed to the Contracting Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company's response.

22. PIGGYBACK CLAUSE

This solicitation allows for other State and Local Government Agencies to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between Bidder and the third-party entity.

23. COVID- 19

The novel coronavirus, SARS-CoV-2 ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Contractor acknowledges that Contractor, its employees, agents and subcontractors (collectively, including Contractor, the "Contractor Parties") are at risk of exposure to COVID-19 in any public place where people are present, including without limitation while on site at the District.

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Contractor must comply, and ensure compliance by all Contractor Parties, with the provisions of this Section and all applicable laws, rules and regulations, including any then-effective Executive Order issued by the Georgia Governor's Office, regarding COVID-19 precautions, as well as all District policies and guidelines. Such measures shall at a minimum include implementation and compliance with the requirements of this Section.

(a) Contractor Parties shall:

- (i) Screen and evaluate workers for Symptoms of COVID-19; (e.g. symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19, including without limitation at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea). Workers who exhibit Symptoms of COVID-19 shall not report to work or enter the jobsite;
- (ii) Post a sign at the jobsite stating that individuals who have Symptoms of COVID-19 shall not enter the jobsite;
- (iii) Provide Personal Protective Equipment (e.g. facemasks, protective gloves, protective clothing, protective garments, and shoe coverings) as available and appropriate to the function and location of the worker within the jobsite;
- (iv) Provide disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;
- (v) Enhance sanitation as appropriate and disinfect common surfaces regularly;
- (vi) Require handwashing or sanitation at appropriate places within the jobsite;
- (vii) Prohibit handshaking and unnecessary person-to-person contact; and
- (viii) Require workers to wear face masks, face coverings and/or face shields at all times when the worker is inside a facility or building at the jobsite.

(b) While on site, Contractor must require and enforce Social Distancing (as hereinafter defined) among all Contractor Parties to the extent then required by law. If Social Distancing is not then required by law, Contractor must still require and enforce Social Distancing among all Contractor Parties to the extent practicable while on site, until further written notice from the District. As used herein, "**Social Distancing**" means keeping space between each person and other people. Persons practicing Social Distancing should stay at least six (6) feet from other people and avoid assembling in groups. The Social Distancing requirement does not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place or residence.

(c) For contact-tracing purposes, Contractor must record the names and telephone numbers of all Contractor Parties who are on site each day; this may be accomplished through a daily sign-in sheet or other such documentation. The daily sign-in sheets or other such documentation must be maintained by Contractor for a period of twelve (12) months after the expiration or earlier

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termination of this contract, and Contractor shall provide copies of the same to the District promptly upon request. This subsection (c) shall survive the expiration or earlier termination of this agreement.

- (d) All known cases of COVID-19 among Contractor Parties and all known cases of exposure to COVID-19 among Contractor Parties must be immediately reported to the District by submitting an email to COVID19reporting@fultonschools.org, reporting a diagnosis and/or exposure to COVID-19. Names and other personally identifiable information of the persons diagnosed or exposed shall not be reported to the District. Contractor will, however, take appropriate action to ensure any person diagnosed does not return to the jobsite until medically cleared to return; and each person exposed to COVID-19 does not return to the jobsite until symptom-free for at least 14 days from the last known exposure to COVID-19.
- (e) The District shall have the right to suspend the work or modify protocols applicable to the work, without incurring damages for delay or other liability, due to (i) any known cases of, or exposure to, COVID-19 among the Contractor Parties, and/or (ii) any legal requirements mandating suspension of the work or modification of protocols applicable to the work due to COVID-19.
- (f) **Indemnification and Waiver of Liability. By entering into this contract, Contractor acknowledges and agrees that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By entering onto the jobsite, and in consideration of the benefit of this contract, all Contractor Parties voluntarily assume all risks related to exposure to COVID-19 and forever waive and release from liability, discharge, indemnify and hold harmless Fulton County Schools, Fulton County Board of Education, and their respective, officers, board members, employees, agents, contractors, and volunteers (collectively, “District Parties”) against all liabilities, claims, suits, and damages for illness or injury, including death, related to exposure to COVID-19. Contractor further covenants not to sue, agrees not to file, nor cause to be filed, nor participate in, any lawsuit, claim, counterclaim, legal action or threat of legal action against the District Parties as a result of any Contractor Parties or their respective contacts contracting COVID-19 or other illness, including claims for illness or injury, including death. If Contractor Parties or their respective contacts take any steps to make any claim(s) against any District Parties, Contractor shall be obligated to pay all attorneys’ fees and costs incurred by the District Parties as a result of such claim(s). This Section shall survive the expiration or earlier termination of this agreement.**

CONTRACTING DEPARTMENT

SPECIFICATIONS

SCOPE OF WORK

FCS seeks a qualified Contractor(s) to provide Custodial Services for the Hembree Springs Elementary School.

GENERAL SPECIFICATIONS FOR CUSTODIAL SERVICES

1. BID/PERFORMANCE AND MATERIAL STANDARDS

A. GENERAL

It is the intent of these specifications to provide for FCS the highest level of cleaning in an educational institution. All methods used in performing the work specified herein shall be in accordance with the best current practices of the Building Cleaning Industry. All services shall be completed in a manner and at a time so as not to disturb administrative functions as determined by FCS. FCS shall provide space, in reasonable amounts and locations for Contractor to store equipment, materials, and supplies required in the bid/performance of duties as outlined. FCS shall also provide space for a desk for use by the Contractor's foreman in charge of operations on the school system property. All joint services set forth in the specifications shall be performed five (5) nights a week, Monday night through Friday night unless the FCS' Coordinator of Environmental Services has given prior approval for a deviation to the schedule.

All sanitary chemicals shall have UL approved label. Abrasive cleaners and polishes shall not be used routinely. When these are essential, they shall be used with great care and caution. The Contractor shall submit for approval such samples of these chemicals to FCS upon request. The Contractor shall not use any hazardous materials.

Disinfectants used in clinics, weight rooms, showers, PE Facilities and restroom cleaning shall be certified to kill Methicillin Resistant Staphylococcus Aureus (MRSA) and other disease causing pathogens and viruses. All disinfectants must carry an EPA registration.

In the event that Indoor Air Quality (IAQ) concerns develop, the Contractor shall be prepared to assist in the resolution of the concern by providing wet wiping, carpet extraction and removing flood waters from VCT or carpet as directed by FCS representative at no additional expense to the system.

Deodorants and odor masking material shall not be used. **Contractor shall not utilize Clorox or other bleach in performing services per this contract. Contractors shall note that trash is excessive during the last week of school and before winter break.**

Contractor may be required to strip and re-finish all floors before school opens.

*School year shall begin in August 2022 and shall end in June 2023, according to the opening and closing dates set by the Fulton County Board of Education.

Supplies and Equipment:

1. The Contractor shall furnish all supplies and equipment necessary to provide janitorial services set forth in these specifications. FCS shall furnish hand soap, toilet tissue, and paper

CONTRACTING DEPARTMENT

SPECIFICATIONS

towels to be stocked and replenished by the Contractor. The Contractor is responsible for supplying the trash can liners.

The only chemicals allowed for use in FCS facilities are the following, which have been approved by FCS Environmental Services.

- **Daily Cleaning Chemicals:**

General Cleaner:	Spartan Clean by Peroxy
Disinfectant Cleaner:	Spartan Halt
Glass Cleaner:	Spartan Biorenewables Glass Cleaner
Floor Cleaner:	Spartan Xcelente (lavender scent) or Spartan Tri-Base (citrus scent)
Restroom Floor Cleaner:	Spartan Consume Ecolyzer

- **Hard Floor Care Products for Top Scrubbing or Stripping and Refinishing:**

Floor stripper:	Spartan Rinse Free Stripper or Spartan Shinline Emulsifier Plus
Floor Finish:	Spartan Duragloss or Spartan Ishine

Failure to apply designated or approved replacement products may result in a contract violation/liquidated damages.

2. BUILDING SECURITY AND SAFETY

A representative (designee) of FCS in company with the Contractor's representative shall each day inspect the building(s) covered by this contract to ensure the building is being adequately secured before Contractor assumes responsibility for the day's cleaning. The Contractor shall instruct his employees to enter and leave FCS' buildings by only one (1) specified door. Contractor shall further check to ensure that the employees do not leave the premises with school system property.

The Contractor shall keep all outside doors locked and all interior doors locked except in areas being cleaned while performing work after the official closing hour of FCS, and shall lock securely all windows and other means of access upon completion of the work, unless otherwise directed by the on-site Building Administrator or his/her designee. The Contractor or his employees shall not allow any person to enter the building after the closing hour except properly authorized FCS' personnel and persons employed by the Contractor to perform work under this contract. A fine of \$500.00 will be levied when security is breached.

CONTRACTING DEPARTMENT

SPECIFICATIONS

Upon completion of each day's work, all lights shall be turned off except those required by the fire laws and those directed to be left on by the authorized representative of FCS.

The Contractor shall be responsible for instructing his employees in appropriate safety practices designed to eliminate fire hazards, health hazards, and bodily injuries and requiring the observance thereof. The Contractor shall provide and use appropriate signs in marked areas rendered dangerous by cleaning operations (wet floor).

3. PERSONNEL AND SUPERVISION

The Contractor shall employ workers skilled and experienced in building cleaning operations.

The on-site Building Administrator or the FCS Owner's Representative or his/her duly appointed representative hereinafter called the Supervisor, may deny access to facility to employees of the Contractor as he/she deems incompetent, careless, insubordinate, untrustworthy or otherwise contrary to the public interest.

Whenever any work under this contract is in progress a competent and experienced foreman employed and paid by the Contractor, with supervisory duties only, shall be assigned exclusively to the building covered by this contract. Under no circumstances shall any work be performed without the direction and supervision of such foreman. The foreman shall indoctrinate new workers thoroughly, supervise all work as it progresses, and require workers to correct any unsatisfactory work or work methods, and inspect all work daily upon its completion. **Failure to comply with this requirement is subject to the liquidated damages clause on page 17 of this solicitation.**

4. REPORTS AND PAYMENTS

The Contractor shall produce and maintain **The Weekly Periodic Schedule (See Appendix III)** listing all of the periodic work required under this contract. These reports shall be posted daily showing the work performed and the date of bid/performance. This report shall be subject to inspection by the Environmental Technician at any time.

At the end of each calendar month a duplicate of the completed reports shall be certified by the Owner and the on-site Supervisor of the contracting firm. Failure to comply with these requirements is subject to the liquidated damages clause on page 17 of this solicitation.

The Contractor shall provide and maintain for the duration of the contract, three (3) boldly identified booklets containing the Material Safety Data Sheets for all chemicals used or stored on-site in the bid/performance of this contract. The books shall be updated to reflect all chemical changes. One (1) book shall be given to the Coordinator of Environmental Services or his designee, the on-site Building Representative and one (1) book shall be kept on-site in a mutually agreed upon location for the use of the Contractor's employees and other service personnel.

5. WORK HOURS

In the **elementary schools**, work shall be performed between the hours of **4:00 p.m. and 12:00 a.m., Monday through Friday.** NOTE: Hours may be changed at the discretion of FCS.

CONTRACTING DEPARTMENT

SPECIFICATIONS

6. UNSATISFACTORY WORK

If upon inspection the Contractor is found to have missed cleaning or has not properly cleaned an area or room, the Contractor shall be notified and shall respond telephonically within three (3) hours to the complaint. The Contractor shall subsequently return appropriate labor, resources, and supervision to the site to take corrective action (**See page 17, Section II - Contract Award, H, Liquidated Damages**). In most situations, unsatisfactory work shall be corrected when the contract employees return to work the next day.

The Contractor shall provide and maintain for the duration of the contract, three (3) boldly identified booklets containing the Material Safety Data Sheets for all chemicals used or stored on-site in the bid/performance of this contract. The books shall be updated to reflect all chemical changes. One (1) book shall be given to the Coordinator of Environmental Services or his designee, the on-site Building Representative and one (1) book shall be kept on-site in a mutually agreed upon location for the use of the Contractor's employees and other service personnel.

7. INITIAL ONE-TIME CLEANUP

An initial one-time cleanup may be performed that shall include, but not be limited to, the following:

1. Shampooing and hot water extraction of all rugs and carpet in the building. (Carpet must be completely dry within twenty-four (24) hours).
2. Stripping and refinishing of all resilient tile flooring with four (4) to six (6) applications of floor finish - two (2) seal, four (4) finish; Remove wax from cove base.
3. Cleaning of all walls, ceilings, light fixtures, diffusers and vents, sinks and countertops.
4. Scrubbing of all restroom floors; deep clean and disinfect all restroom fixtures, clean ceilings, lights, walls and partitions and wash receptacles.
5. Clean all storage areas.
6. Window washing (inside/outside).
7. Washing of blinds.
8. Cleaning classroom furniture.
9. High dusting.

CONTRACTING DEPARTMENT

MANDATORY

CUSTODIAL OUTSOURCING ESTIMATE

This is a Twelve-Month Contract with a 12-Month Performance Period

IFB No. _____ DATE _____
 COMPANY _____ BUILDING _____

**DIRECT COST
PRODUCTIVE LABOR**

	Number of Workers	Man-Hours Per-Day	Man-Hours Per-Week	Hourly Rate	Weekly Cost	Annual Cost
General Cleaners						
Specialist						
Non-Working Supervisor						
Administrative Cost						
Sub-Total (Labor, Supervision & Administrative)						

RELATED PAYROLL COSTS

	% of Payroll	Weekly Cost	Annual Cost
Workman's Comp			
Liability Insurance			
Federal/State Unemployment Ins.			
Fed. Ins. Cont Act (FICA)			
Sub-Total-Related Payroll Costs			

SUPPLIES/EQUIPMENT/PROFIT

	% of Payroll	Annual Cost
Equipment		
Materials/Supplies		
Profit		
Sub-Total Supplies/Equipment Profit		
TOTAL COST ESTIMATE		

CONTRACTING DEPARTMENT

**IFB NO. 119-23
CUSTODIAL SERVICES FOR HEMBREE SPRINGS ELEMENTARY SCHOOL
BID SCHEDULE**

Item No	Description	Unit Of Measure	Est. Qty.	Unit Cost	Total Cost
1.	Monthly Building Cleaning Charge	Month	12	\$	\$
2.	*Charge per extra Man-hour	Hour	100	\$	\$
3.	**One-time Initial Clean-up Fee	Each	1	\$	\$
GRAND TOTAL (inclusive of Line Items 1 through 2):					\$

***NOTE: THIS IS AN ESTIMATE ONLY TO BE USED FOR EVALUATION PURPOSES. EXTRA HOURS MAY NOT BE REQUIRED. HOWEVER ACTUAL HOURS MAY VARY IF NEEDED.**

****NOTE: LINE ITEM 3, INITIAL CLEAN-UP PRICING WILL NOT BE USED TO DETERMINE THE LOW BIDDER (SEE ADDITIONAL CONDITIONS, PAGE NO. 26, ITEM NO. 12).**

COMPANY NAME

CONTRACTING DEPARTMENT

**IFB NO. 119-23
CUSTODIAL SERVICES FOR HEMBREE SPRINGS ELEMENTARY SCHOOL
BIDDER'S CHECKLIST**

Company: _____

IFB No.: _____

- We have acknowledged receipt of addenda issued.
- One (1) original, one (1) copy and one (1) flash drive.
- No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- We acknowledge that Fulton County Schools does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
 - *Immigration and Security Form**
 - *Contractor Affidavit and Agreement**
 - *Sub-Contractor Affidavit**
 - *Affidavit of Exception**

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST _____
DATE

COMPANY NAME

**READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE BID
RETURN WITH BID**

CONTRACTING DEPARTMENT

IFB NO. 119-23
CUSTODIAL SERVICES FOR HEMBREE SPRINGS ELEMENTARY SCHOOL
SUBCONTRACTORS

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
Address: _____
Contact: _____ Phone: _____

2. Company Name: _____
Address: _____
Contact: _____ Phone: _____

3. Company Name: _____
Address: _____
Contact: _____ Phone: _____

4. Company Name: _____
Address: _____
Contact: _____ Phone: _____

5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

CONTRACTING DEPARTMENT

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. 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 preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) school boards or other clients of similar size and nature to FCS for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

CONTRACTING DEPARTMENT

IFB NO. 119-23
CUSTODIAL SERVICES FOR HEMBREE SPRINGS ELEMENTARY SCHOOL
REFERENCES

Please provide as references, the names of at least three (3) local corporate clients you have served for at least two (2) years.

1. Company Name: _____

Address: _____

Contact: _____ Phone: _____

2. Company Name: _____

Address: _____

Contact: _____ Phone: _____

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

CONTRACTING DEPARTMENT

APPENDIX I

GEORGIA IMMIGRATION AND SECURITY FORMS

CONTRACTING DEPARTMENT

FULTON COUNTY SCHOOLS
IMMIGRATION AND SECURITY FORM

If you are providing service, performing work or delivering goods to the Fulton County Board of Education including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Fulton County Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the “Act”), the **Contractor MUST INITIAL** the statement applicable to Contractor below:

(a) _____ **(Initial here):** Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. **[Contractors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement;**

or

(b) _____ **(Initial here):** Contractor warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. **[Contractors who initial (b) must attach and return a signed, notarized Affidavit of Exception];**

or

(c) _____ **(Initial here)** Contractor is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) _____ **(Initial here)** Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

FULTON COUNTY SCHOOLS

CONTRACTING DEPARTMENT

IMMIGRATION AND SECURITY FORM (Page 2)

- 4) _____ (***Initial here***) Contractor agrees that, if Contractor employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Contractor will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- 5) _____ (***Initial here***) Contractor agrees to provide the Fulton County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

CONTRACTING DEPARTMENT

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) The individual, firm, or corporation (“Contractor”) which is contracting with the Fulton County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor’s correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Fulton County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

CONTRACTING DEPARTMENT

CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

(4) Contractor further agrees to and shall provide Fulton County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-contractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

CONTRACTING DEPARTMENT

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) The undersigned individual, firm or corporation (“Subcontractor”) is engaged in the physical performance of services under a contract with _____ (*name of contractor*), which has a contract with the Fulton County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

CONTRACTING DEPARTMENT

SUBCONTRACTOR AFFIDAVIT (Page 2)

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

CONTRACTING DEPARTMENT

AFFIDAVIT OF EXCEPTION

The undersigned, in connection with a proposed contract or subcontract with the Fulton County School District for the physical performance of services under O.C.G.A. 13-10-90, et seq. (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor or single member entity; and **I do not employ** any other persons.
- (b) I do not intend to hire any employees or to perform the Contract.
- (c) A true, correct and complete copy of my driver's license is attached hereto.

If at any time hereafter I determine that I will need to hire employees to satisfy or complete the services under the Contract then *before* hiring any employees, I will:

- (i) immediately notify the School District in writing at: Contracting Department, Administrative Center, 6201 Powers Ferry Road, Sandy Springs, Georgia 30339 and,
- (ii) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
- (iii) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rules 300-10-1-.01, et seq.

I agree that I will not employ or contract with any subcontractor(s) to provide services under my contract with the Fulton County School District, school, or Fulton County Board of Education, unless at the time of the contract said subcontractor:

- (i) is registered with and participates in the federal work authorization program;
- (ii) provides me with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
- (iii) agrees to provide me with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

If I do contract with such subcontractors, I agree to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such

CONTRACTING DEPARTMENT

AFFIDAVIT OF EXCEPTION

service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Attached hereto is a true and correct copy of my state issued driver's license or state issued identification card. I understand that a driver's license or identification card shall only be accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card. I understand that the Georgia Attorney General/State Law Department's website posts an annually updated list of the states that verify immigration status prior to the issuance of a driver's license or identification card and that only issue licenses or identification cards to persons lawfully present in the United States.

BY: Printed Name

Signature

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:_____

APPENDIX II

CLEANING SPECIFICATIONS FOR CUSTODIAL SERVICES

**SPECIFICATIONS FOR CUSTODIAL SERVICES FOR
HEMBREE SPRINGS ELEMENTARY SCHOOL**

ENTRANCE, LOBBY, CORRIDORS	Frequency (School Year and Summer Clean Up)					
	Daily	Weekly	Monthly	Winter Break	Spring Break	Summer Clean Up
1. All Exterior Entrances/Exits (inside & outside)						
- Sweep & Vacuum	x					x
- Cobwebs removed/Dusting		x				x
2. Mats (inside and outside)						
- Vacuum	x					x
- Clean Beneath (remove and clean under)		x				x
- Shampoo/Extract				x	x	x
3. Doors (inside and outside)						
- Spot Clean/Remove spots/graffiti	x					x
- Spot Clean Glass	x					
- Thresholds/tracks cleaned				x		x
4. Vestibule & or Rotunda						
- Spot Clean Glass	x					
- Damp Wipe Glass		x				x
- Dust ledges, sills, displays		x				x
5. Floors; Entrance corridors						
- Dust Mop/Remove Gum/Remove Scuff Marks	x					
- Auto Scrub/Burnish	x					
- Scrub/Apply 2 coats finish; EST Advise			x			
- Strip/Refinish (6 coats finish)						x
6. Waste Receptacles						
- Empty/Replace liners	x					
- Wash			x			x
7. Walls/Furnishing						
- Dust		x				
- Spot Clean/Remove spots/graffiti	x					x
8. Water Fountains						
- Clean/disinfect	x					x
- Polish bright metal			x			x
9. Cove Base						
- Remove cobwebs/ dust		x				x
- Maintain free of finish			x			x
10. Floors, Other Corridors						
- Dust Mop/Remove Gum/ Remove scuff marks	x					
- Auto scrub/burnish (M-W-F)		x				
- Clean corners and edges/behind fire doors		x				
- Scrub/recoat 2 coats of finish			x			
- Strip/refinish 6 coats of finish						x
11. Windows						
- Spot clean	x					
- Dust Sills		x				x
- Remove Cobwebs		x				x
- Wash (inside/outside)						x
12. Exhaust, Ventilation Grills, Light Fixtures						
- Dust		x				
- Damp Wipe				x	x	x

CONTRACTING DEPARTMENT

**SPECIFICATIONS FOR CUSTODIAL SERVICES
HEMBREE SPRINGS ELEMENTARY SCHOOL**

	Frequency (School Year and Summer Clean Up)					
	Daily	Weekly	Monthly	Winter Break	Spring Break	Summer Clean Up
Restrooms						
1. Waste Receptacles						
- Empty/Replace Liners	x					
- Wash (inside/outside)			x	x		x
2. Counters, Bright Metal						
- Clean/Disinfect	x					x
- Polish bright metal		x				x
3. Urinals, Sinks, Commodes, Pipes						
- Clean/Disinfect	x					x
4. Walls, Partitions						
- Clean/Disinfect	x					x
- Remove Graffiti, urine on walls/stalls	x					x
- Remove gum	x					x
5. Ceiling						
- Remove/clean any paper clumps, graffiti, other spots/stains	x					x
6. Exhaust, Ventilation Grills, Light Fixtures						
- Dust		x				x
- Damp wipe				x	x	x
7. Floors						
- Sweep/Damp Mop	x					x
- Machine scrub (thoroughly rinse)		x				x
- Remove Gum	x					x
- Polish kick plates, push plates			x			x
8. Dispensers (soap, paper towels, air dryers)						
- Damp Wipe/disinfect	x					x

Note:

Restrooms with Epoxy floors cannot be stripped or waxed. They should be scrubbed with a deck brush daily and not mopped. Mops will leave residue as well as mop head fibers on the textured epoxy floor. They can be scrubbed weekly with a machine and brush block too.

**SPECIFICATIONS FOR CUSTODIAL SERVICES
HEMBREE SPRINGS ELEMENTARY SCHOOL**

Classrooms and Special Needs Classrooms	Frequency (School Year and Summer Clean Up)					
	Daily	Weekly	Monthly	Winter Break	Spring Break	Summer Clean Up
1. Waste Receptacles						
- Empty/Replace Liner	x					x
- Wash				x	x	x
2. Floors (hard surface)						
- Dust Mop/remove gum	x					
- Damp mop	x					
- Scrub/Apply 2 coats finish (10 Rooms) September-April			x			
- Strip/Refinish 6 coats finish						x
3. Floors (carpet)						
- Vacuum/remove gum	x					x
- Spot	x					
- Shampoo/Extract				x		x
4. Furniture, Desks, Counters, Sinks						
- Dust		x				x
- Damp wipe/disinfect	x					x
- Wash (sinks/counters)	x					x
5. Walls and Doors						
- Spot Clean/Damp Wipe	x					x
- Kick Plates, push plates (clean/polished)			x			x
6. High Dusting						
- Dust ledges/remove cobwebs		x				x
7. Vents, Grills, Light Fixtures						
- Dust		x				x
- Damp Wipe			x			x
8. Chalkboards/Marker Boards (Fridays)						
- Dust		x				
- Wipe Clean		x				
9. Windows/Blinds						
- Dust		x				x
- Spot Clean	x					
- Wash (inside/outside)						x
Special Needs Classrooms; General Daily cleaning same as a classroom with the following exceptions. (Rooms listed below) *VCT scrub or refinish like any other room in the school.						
1. Waste Receptacles						
- Wash/disinfect	x					x
2. Furniture (desks, tables, chairs, equipment etc.)						
- Damp wipe/disinfect	x					x
3. Restrooms						
-Clean and Disinfect (sinks, fixtures, toilets, floors)	x					x

Special Needs Classrooms are as follows: A153, A104, A109

CONTRACTING DEPARTMENT

**SPECIFICATIONS FOR CUSTODIAL SERVICES
HEMBREE SPRINGS ELEMENTARY SCHOOL**

Art Room, Custodial Closets Elevators, Cafeteria, Stairs/Landings, Student Lockers on hallways	Frequency (School Year and Summer Clean Up)					
	Daily	Weekly	Monthly	Winter Break	Spring Break	Summer Clean Up
Art Room(s): same general cleaning as a classroom with the following exceptions						
Floors						
- Machine Scrub (M, W, F)		X				
Custodial Closets						
- Sweep	X					X
- Damp Mop	X					X
- Clean Sinks	X					X
- Clean Shelves		X				X
- Clean Equipment		X				X
Cafeteria						
- Scrub/apply 2 coats of finish			X			
- Strip/Refinish 6 coats of finish						X
Stairs/Landings						
- Sweep/remove gum	X					X
- Damp Mop		X				X
- Handrails damp wiped	X					X
- Dust/remove cobwebs high & low		X				X
Elevator						
- Dust mop/sweep	X					X
- Damp Mop	X					X
- Spot Clean	X					
- Damp Wipe		X				X
- Polish bright metal		X				X
- Clean Tracks		X		X		X
Student Lockers on Hallways						
- Dust		X				X
- Damp wipe			X			X
- Clean inside						X

Note:

*All carpet and area rugs throughout the building shall be extracted during the Summer Clean Up.

*Classroom scrub/recoat to be done at schools' discretion, not to exceed 10 rooms a month.

*All VCT throughout the facility will be stripped and finished by the Contractor during Summer Clean Up.

CONTRACTING DEPARTMENT

**SPECIFICATIONS FOR CUSTODIAL SERVICES
HEMBREE SPRINGS ELEMENTARY SCHOOL**

**Area Excluded from Cleaning
(Areas not to have daily cleaning by Contractor)**

AREAS

1. Gymnasium* (see note below)
2. Administration and Counseling Offices
3. Media Center
4. Cafeteria **(see note below)
5. Mechanical Rooms
6. Storage Rooms
7. Kitchen
8. School staff will replenish all paper goods and soap
9. Clinic

NOTE(S):

*Gymnasium and Lobby restrooms are included as part of the Contractors Responsibilities to clean nightly

**Cafeteria floor work done according to scope specifications under Cafeteria section. Daily cleaning of cafeteria is FCS Custodial Responsibility.

If the school gets scheduled to host Summer School, it becomes the school's custodial staff responsibility to clean the areas utilized during the Summer School Session(s). The Contract Custodial team is responsible for Summer Cleaning only during the summer

APPENDIX III

WEEKLY PERIODIC SCHEDULE

CONTRACTING DEPARTMENT

WEEKLY PERIODIC SCHEDULE

Building _____

Month _____

Monday	Tuesday	Wednesday	Thursday	Friday

COMPLETE WEEKLY;

NON-WORKING SUPERVISOR'S SIGNATURE

SEND REPORT TO ENVIRONMENTAL TECH

AT THE END OF EACH WEEK.

OWNER'S SIGNATURE (COMPANY)

CONTRACTING DEPARTMENT

APPENDIX IV

FCS SCHOOLS' CALENDAR

2022-2023 CALENDAR SCHOOL YEAR

First Semester

August 1, 4-5
Preplanning for Teachers Day

August 2-3
Professional Development Day

August 8
First Day of School

September 5
Labor Day
(Schools closed)

September 6
Professional Development Day

October 10
Columbus Day
(Schools closed)

October 11
Professional Development Day
(Students off)

November 21-25
Thanksgiving Holidays
(Schools closed)

December 16
Last Day of First Semester

December 19-30
Winter Break
(schools closed)

Second Semester

January 2
Winter Break (schools closed)

January 3
Teacher Workday

January 4
First Day of Second Semester

January 16
M.L. King Jr. Holiday (schools closed)

January 17
Professional Development Day

February 20
Presidents Day

February 21
Professional Development Day

March 13
Professional Development Day

March 14
Teacher Workday

April 3-7
Spring Break

May 25
Last Day of School

May 26
Post Planning for Teachers

May 29
Memorial Day

CONTRACTING DEPARTMENT

APPENDIX V

FLOOR PLAN