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DATE: April 24, 2020
TO: All Offerors
FROM: Angela R. Young
Executive Director of Contracting
RE: **Request for Proposal No. 132-20, Before/After School Care**

Fulton County Schools (FCS) invites you to submit a proposal furnishing any and all goods and/or services required for Before/After School Care.

Sealed Proposals will be received subject to the attached terms specified in “Proposal Conditions”, at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. **Proposals will be received up to 2:30 p.m. local time (as per the Contracting Department time clock) on Tuesday May 26, 2020. Proposals must be time stamped by FCS in the manner described herein in order to be timely.**

Questions regarding the proposal process should be directed in writing to the Executive Director of Contracting via facsimile at (470) 254-1248 or via email at wecare@fultonschools.org. **Only questions received prior to 4:00 p.m. on Tuesday May 12, 2020 will be considered.**

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

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE AND PLAINLY MARKED “REQUEST FOR PROPOSAL NO. 132-20, ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF THE PROPOSAL OPENING. IF NOT SUBMITTING A PROPOSAL, “NO PROPOSAL” MUST BE INDICATED AS SUCH ALONG WITH THE SOLICITATION NUMBER ON THE OUTSIDE OF THE ENVELOPE. FOR IDENTIFICATION PURPOSES, THE CONTRACTOR’S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcspurchasingdept.org

SOLICITATION NO. 132-20

REQUEST FOR PROPOSAL

FOR

BEFORE/AFTER SCHOOL CARE

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

CONTRACTING DEPARTMENT

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REQUEST FOR PROPOSAL NO. 132-20
BEFORE/AFTER SCHOOL CARE

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PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

1. INTRODUCTION

- a. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Offeror(s) shall submit six (6) sealed proposals **one (1) original, five (5) copies** and **one (1) flash drive** to the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Delivery of proposals shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. Postal Service) only.
- c. Proposals received after the date and time specified by the time clock in the FCS Contracting Department will not be considered. It is the Offeror's responsibility to ensure that its proposals are submitted in a timely manner.
- d. FCS reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of FCS on such matters shall be final.
- e. The terms Bidder, Vendor, Contractor and/or Offeror are synonymous in this document and refer to the person, entity or firm that submits the proposal in response to this RFP.

2. REQUEST FOR PROPOSAL PROCESS:

This solicitation is a Request for Proposal (RFP). In using this method for solicitation we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The proposal(s) submitted by the Offeror will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Often however, it will be necessary to hold discussions and/or demonstrations with the Offeror(s) about their proposal(s). This will be done after the initial evaluation. The results of the evaluation will be reviewed and a “competitive range” will be selected for discussions. Essentially, if an Offeror's proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the Contractor and FCS.

Offerors in the “competitive range” will be notified of the weaknesses in their proposals and given an opportunity, in discussions, to assure they understand the weaknesses. At the end of discussions with all Offerors, best and final offers (BAFO) will be accepted from the Offeror(s) in the competitive range.

The BAFOs will be evaluated and the results reported to a source selection official who will select the proposal that presents the best value to FCS. This selection will then be presented to the Fulton County Board of Education for approval. If approved by the Board

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SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

and other matters (insurance, bonds, etc.) have been provided in accordance with this solicitation, a contract will be awarded.

3. GOVERNMENTAL ENTITY

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

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

4. PREPARATION OF PROPOSALS

- a. All proposals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in ink.
- b. Specifications used are intended to be open and non-restrictive. Potential Offeror(s) are invited to inform the FCS Contracting Department in writing 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 receipt of proposals will not be acted upon unless the FCS Contracting Department rules that it is in the best interest of FCS to consider.
- c. By submitting a proposal the Contractor warrants that any goods supplied to FCS meet or exceed specifications set forth in this solicitation.
- d. The FCS Contracting Department will be the sole judge in making the determination as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the Contractor.
- e. 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.
- f. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Contractor cannot meet the required delivery date, a proposal should not be submitted. Contractors may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in “calendar” days. Failure to

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deliver in accordance with the contract awarded could result in the Contractor being declared in default.

- g. An authorized officer of the company shall sign proposals.
- h. The Contractor covenants with FCS to furnish its professional skill and judgment with due care in accordance with the care and skill normally exercised with experienced and competent, licensed employees performing the same or similar services at the same time and place and in accordance with any specific requirements of the solicitation (the “Standard of Care”). The Contractor acknowledges and agrees that the standard of care is a material term of this solicitation.

5. FAILURE TO RESPOND TO THE SOLICITATION

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

6. TAXES

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

7. CHARGES AND EXTRAS

Proposals shall define all pricing and all pricing must remain firm for each year that the contract is in effect. When stating equipment pricing at minimum the stated price shall be 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. Any additional work, such as installation shall be clearly stated in the proposal.

8. ADDENDA

Offeror(s) are notified that they must thoroughly examine proposal documents which include, Cover Sheet, Table of Contents, Proposal Conditions, Specifications, Request for Sealed Proposal and Offeror’s Checklist, together with Addenda thereto issued prior to the receipt of proposal.

Any addenda issued in writing during the time of solicitation shall be included in the proposal, and each will be incorporated in the subsequent contract.

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If any person or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request via facsimile at (470) 254-1248 to the Contracting Department for interpretation.

Interpretations of proposal documents will be made by Addenda only. Copies of all addenda will be posted on the FCS Contracting Department's Website www.fcspurchasingdept.org for all who have obtained a set of submittal documents from the Contracting Department to use in the preparation of submittals. FCS will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to Offeror(s) as to meaning of proposal documents. Requests for such interpretations shall be made in writing to the Executive Director of Contracting. Failure on the part of the Contractor to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by FCS. All interpretations made to the Offeror(s) shall be made to the form of addenda to the proposal documents and sent to all Offeror(s). Offeror(s) are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc. of the site will influence the proposal for contract performance.

9. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to FCS, unless Offeror makes a request in writing to the Owner prior to the time set for receiving proposals, or unless the Owner fails to accept or reject the proposal within one hundred and twenty (120) days after the date fixed for receiving said proposals. After the proposal opening, FCS Contracting Department, at its sole discretion, will permit withdrawal only when the best interest of FCS would be served. If withdrawal is allowed, FCS reserves the right to determine that the Contractor is chronically not responsible.

10. ADDITIONAL TERMS NOT BINDING

FCS shall not be bound by any terms and conditions included in any Offeror's proposed contract(s), including but not limited to, terms and conditions related to any provided service or good, limitations of the Offeror's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, FCS' purchase order related to this solicitation or contract.

FCS encourages the submission of value added recommendations by Offeror, but discourages the submission of terms which negate or conflict with the terms and

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conditions of this solicitation (See Section 11 below). If Offeror has additional terms and conditions, including but not limited to supplemental contracts or purchase orders, that Offeror is proposing, then Offeror must provide a list of the documents and a copy of each document in the listed order, with the Offeror's initial RFP response. ***Additional documents proposed by Offeror may not incorporate other documents by reference - all documents Offeror proposes FCS consider must be listed and attached to Offeror's Proposal.*** No additional terms, conditions or documents will be considered after the proposal due date unless specifically requested by FCS.

11. EXCEPTIONS AND PROPOSED CONTRACT MODIFICATIONS

The terms and conditions contained in this solicitation comprise the contract terms and conditions proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose up to **100** points for substantive modifications proposed by Offeror which materially differ from the RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in FCS' ability to award a contract and may also result in an Offeror's proposal being deemed to be nonresponsive.

Nonetheless, if an Offeror must take exception to the contract terms, the exceptions to the scope of work and/or technical requirements must be clearly identified along with the reason for the exception, and submitted with Offeror's proposal on Appendix II attached. Similarly, if Offeror must propose modifications to the solicitation's contractual terms, then Offeror must use Appendix III to specifically identify the contract provision Offeror seeks to modify, the reason for the proposed modification and Offeror must provide the specific contract language Offeror proposes to substitute in place of the provision. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using Appendix III. These Forms shall be placed in the proposal immediately after the executive summary.

Proposed exceptions and proposed modifications must not conflict with or attempt to preempt the mandatory requirements set forth in the Special Stipulations Section of this solicitation.

No exceptions or proposed modifications will be considered after the proposal due date unless such modification is specifically requested by FCS. Offerors are cautioned to limit exceptions and proposed contract as they may be determined to be so material as to cause rejection of the Proposal as non-responsive. All exceptions and proposed modifications shall be evaluated in accordance with the appropriate evaluation criteria established by FCS, and may result in the Offeror receiving a less favorable evaluation than without the stated exceptions and proposed contract

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modifications. Exceptions and modifications which grant the Offeror an impermissible competitive advantage as determined by FCS in its sole discretion will be rejected. If there is any question whether a particular exception or modification would be permissible the Offeror is strongly encouraged to inquire via written question to FCS prior to the deadline for submitting questions.

No exception or proposed contract modification shall be binding on FCS unless specifically accepted by FCS in writing and acknowledged by FCS as a change to the terms of the solicitation.

12. 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 including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of FCS data, including student data, personnel information including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of FCS data, including student data, personnel information. 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.

This section is not subject to the “Exceptions and Proposed Contract Modifications” as outlined in Section I, Paragraph 11, above.

13. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to proposal opening date. Other protests shall be filed not later than three (3) working days after proposal 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. Protests which are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for FCS’s reasonable attorney’s fee and expenses of litigation for any protest arising out of this solicitation in which FCS is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

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14. PURCHASING POLICY

The FCS Purchasing Policy, Purchasing Procedures, Operating Guidelines 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 an Offeror, potential Offeror, or Contractor agrees to be bound by the FCS Purchasing Policy, Purchasing Procedures, Operating Guidelines and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

Please go to www.fcspurchasingdept.org to review the FCS Purchasing Policy and Procedures – DJE.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

1. CONTRACT LETTER

The contract award letter or establishing purchase order prepared and mailed by FCS, or otherwise furnished, to the selected Offeror 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, the Offeror's proposal (as amended by a best and final offer if called for) and the contract award letter or establishing purchase order and supersede 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 FCS contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented.

2. CONTRACT AWARD

A contract will be awarded to the responsible Offeror whose proposal is determined to be the most advantageous and is of best value to FCS. Proposals will be evaluated on a combination of factors (see the RFP portion of this solicitation for weighted evaluation factors). 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 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.

3. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, FCS terms and conditions shall govern.

4. 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.

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Offeror shall maintain at its sole cost and expense such insurance as will fully protect it and FCS and FCS's Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, damage or liability which may arise from services and work and for the Offeror's professional liability (errors and omissions) under this proposal 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, and until all work has been completed to the satisfaction of FCS. Any and all insurance must be on an occurrence basis. Professional Liability insurance shall be maintained for three (3) years following the completion of any extensions to this contract. 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 Liability Insurance. The Workers' Compensation & Employers' 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. The Contractor acknowledges that additional insured status and waiver of subrogation for FCS is a material term of the solicitation and the Contractor agrees to provide any endorsements to any insurance policies reflecting FCS status as an additional insured within thirty (30) days of the request. In addition to the Certificate of Liability Insurance, the Contractor shall provide the Additional Insured Endorsement. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Contractor being determined to be not responsive. Further, if the Contractor 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 Contractor will be determined to be not responsive.

3) FCS shall be given not less than thirty (30) days' notice of the cancellation of any insurance required by the contract documents.

4) Each and every insurance agent shall warrant, when executing the certificate of insurance that he is 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 Contractor

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SECTION II – CONTRACT AWARD

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 Contractor 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 Contractor or FCS shall have the right to terminate or non-renew the contract.

B. Workers' Compensation and Employer's Liability Insurance

The Contractor 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.

Contractor acknowledges that Fulton County Schools does not provide nor is legally liable for Contractor workers' injuries including death and is not required to provide Workers' Compensation to any Contractor, Subcontractor or any tier. Contractor 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

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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.

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. Umbrella Liability Insurance

The Offeror shall procure and maintain Umbrella Insurance with limits of liability excess of Employer’s Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance with limits not less than \$3,000,000.

F. Professional Liability (Errors and Omissions)

The Offeror shall procure and maintain during the life of the Contract, Professional Liability Insurance (all certified / licensed professionals) coverage with limits of not less than \$5,000,000 per occurrence or claim / \$3,000,000 policy aggregate, including coverage for Errors and Omissions caused by Offeror’s negligence in the performance of its duties under this Contract. The policy shall include Independent Contractors providing professional services on behalf of the Offeror. Liability under a contract of professional services must be covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. Offeror shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

G. 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

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SECTION II – CONTRACT AWARD

subcontractor for property including tools, equipment, goods, machinery, materials and supplies.

H. 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.

I. 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.

J. 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.
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.

K. 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.

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SECTION II – CONTRACT AWARD

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.

L. 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.

M. Subcontractors

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

N. 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.

O. 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.

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SECTION III – POST AWARD

1. ASSIGNMENT

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

2. COST OF INSPECTION OR TESTING

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

3. PAYMENT

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

4. TERMINATION FOR DEFAULT:

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

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

In such event with specific instructions by the Executive Director of Contracting, 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 other sources and shall have the absolute right to deduct from any monies due the Contractor or that may thereafter become due to the Contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted in addition to the reasonable cost of FCS staff time spent securing substitute(s) at \$18/hour. Price paid by FCS in such event shall be the prevailing market price at the time the substitute purchase is made.

CONTRACTING DEPARTMENT

PROPOSAL CONDITIONS

SECTION III – POST AWARD

- 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.

5. 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.

6. 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 shall 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.

7. 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 exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS (hereinafter referred to as “Event”) in accordance and 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.

8. OFFEROR’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

PROPOSAL CONDITIONS

SECTION III – POST AWARD

9. PROGRESS REPORTS

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

10. INDEPENDENT CONTRACTOR STATUS

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

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

Neither FCS nor Contractor shall 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, or acts of government or government agency or officers.

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PROPOSAL CONDITIONS

SECTION IV – OTHER

1. NON-DISCRIMINATION

The Contractor, by the submission of a proposal or the acceptance of an order or contract, does agree in providing the goods and services covered under the proposal 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 Contracting requirements.

4. DRUG-FREE WORKPLACE

By submission of a proposal, the Offeror 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 Offeror 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 Offeror.

5. CERTIFICATION OF NON-COLLUSION

By submitting a proposal the Offeror certifies: "that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing 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 proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the Offeror.

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PROPOSAL 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 proposals are rejected, there shall be no liability on the part of FCS for any costs incurred by Offerors or potential Offerors 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. SPECIAL STIPULATIONS- MANDATORY

The following special stipulations are binding upon Offeror and FCS, and may not be modified or amended. These special stipulations are not subject to the “Exceptions and Proposed Contract Modifications” outlined in Section I, Paragraph 11, and these special stipulations shall supersede and govern in the event of any conflicting term or provision. ***Failure to accept these special stipulations may result in your proposal being declared non-responsive.***

(a) **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 conveniens.

(b) **PROHIBITIVE AGREEMENTS.** To the extent required by applicable law, any provision contained in any Offeror document that violates the prohibition against a pledge of credit by FCS, or requires FCS to expend funds for purposes other than educational purposes, or constitutes a waiver of FCS' sovereign immunity, or constitutes an illegal gratuity, or requires FCS' indemnification of Offeror is null and void.

(c) **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's 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's data and to protect and prevent unauthorized disclosure and use of student and personnel information.

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PROPOSAL CONDITIONS

SECTION IV – OTHER

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 Contractor or a subcontractor comes into contact with any student data or information, Contractor or subcontractor will not disclose such information without eligible student/parent/guardian and FCS written permission.

In its own discretion, FCS may designate Contractor 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 Contractor has a legitimate educational interest in student educational records and information. Contractor 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, and 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

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SECTION IV – OTHER

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.

- (d) **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 provisions 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.
- (e) **HOLD HARMLESS AGREEMENT.** The Offeror 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 Offeror or Offeror'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 Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror's or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror'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 Offeror'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 Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to

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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 Offeror'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 an FCS Indemnities, then Offeror's Obligations shall be reduced by the proportional fault of the FCS Indemnities.

CONTRACTING DEPARTMENT

ADDITIONAL CONDITIONS

1. CONTRACT TYPE

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

2. CONTRACT PERIOD

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

3. OPTIONS

In addition to the base period, there are four (4) one-year options to be exercised at the sole discretion of FCS, with 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 request for proposal for Before/After School Care. There are no guarantees as to quantity of services FCS will require over the contract period stated, and therefore, no liability for non-purchase. More or less of the estimated quantity may be required.

6. RECEIPT OF ADDENDUM

Addenda issued to solicitations will be available at the FCS Contracting Department or on the department web site located at www.fcspurchasingdept.org. 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 Department Director.

7. DELIVERY REQUIREMENTS

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

8. OWNER’S REPRESENTATIVE

Supervision of and monitoring performance of the contract will be performed by FCS’ Representative, Brooke Humphrey, Director, Learning and Teaching or her designee(s).

9. SUBMITTALS

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

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shall not be responsible for the premature opening of a proposal not properly addressed and identified, and/or delivered to the incorrect destination.

10. 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.

11. 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 proposal 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 proposal.

Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix I) with your proposal shall result in your proposal 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 proposal. 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 herein.

12. INSPECTION

The Offeror awarded the contract shall be subject to continuous inspection by FCS to ensure compliance with all specifications and regulations of the Fulton County Board of Education.

If any inspection reveals that Offeror is not in compliance with any specification or regulation of the Fulton County Board of Education or this agreement, then Offeror must correct such deficiency

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as soon as practicable, but in no instance longer than thirty (30) days after receiving notice of the deficiency from FCS.

13. CHARGES AND EXTRAS

Section I, page 6, item 7 charges and extras do not apply to this solicitation.

14. CONFLICT OF INTEREST

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

15. DEBARMENT AND SUSPENSION

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

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

16. RECORD RETENTION

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

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17. PIGGYBACK CLAUSE

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

18. 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.

REQUEST FOR PROPOSAL INTRODUCTION

1. PURPOSE

The goal of forming an elementary Before/After School Care selection process is to enable parents to have input in selecting Before/After School Care services in elementary schools. FCS is seeking a Contractor(s) to provide Before/After School Care to students in FCS Elementary Schools. The contractor will provide school children academic support, recreation, social contact, and intellectual and cultural enrichment during out of school hours.

2. BACKGROUND

FCS has a vested interest in the quality of care and educational opportunities provided in Before/After School Care operations. This agreement will provide a vehicle for other Before/After School Care initiatives as required by FCS.

FCS currently has Before/After School Care Programs in elementary schools. Nevertheless, there is no assurance that all these schools will elect to continue Before/After School Care.

3. SCOPE OF WORK

FCS invites proposals for the provision of Before/After School Care by for-profit and non-profit Before/After Care Contractor(s) who shall have access to FCS Elementary Schools on days school is in session beginning with the start of the 2020-21 school year, (August 10, 2020) to administer and operate Before/After School Care programs for pre-kindergarten to grade 5 (ages 4-12) for students enrolled in FCS schools. This care shall include the following components:

- Instruction aligned with the Georgia Standards of Excellence with a focus on language arts and math skills as addressed on the Georgia Milestones;
- homework assistance;
- enrichment;
- recreation, and
- snacks.

4. PROCEDURES TO SELECT PROVIDER

There shall be a two-step process for the selection of a school-based for Before/After School Care provider(s) for elementary schools in FCS -selection of qualified provider(s) at the system level selection of specific service provider(s) at the school level.

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REQUEST FOR PROPOSAL INTRODUCTION

Selection of Provider(s)

- a. FCS shall solicit proposals from local Before/After School Care providers. All for-profit and non-profit companies who wish to be considered as a provider of a school-base Before/After School Care program in an FCS elementary school shall submit their responses to the Contracting Department at the time required. The responses shall be evaluated by a screening committee for adherence to the request for proposal criteria. All Before/After School Care providers selected will be awarded a contract.
- b. At no time shall a Before/After School Care provider contact any principal prior to entering in the selection process outlined above. Principals shall direct providers to contact the Contracting Department if a potential contractor approaches them relative to the request for proposal process.
- c. Before/After School Care contracts shall be renewed and/or signed on a yearly basis by the Contracting Department.

Individual School Selection of Provider(s)

- a. If an FCS elementary school principal receives notification that his/her parent community would like to continue or initiate a school based Before/After School Care program (and if there is space available in the school based on the principal's discussion with the Fulton County Facilities Services Department and other appropriate system offices), the principal shall contact the Contracting Department for the contract Before/After School Care provider list. The School Governance Council (SGC) will review the approved provider list and any documents provided by the providers (parent handbooks, procedures, etc.), conduct interviews, evaluate the providers using an evaluation form from FCS and recommend provider(s) to the principal.
- b. All providers on the contract list shall be notified when an FCS elementary school has determined the need exists for school-based Before/After School Care. An information meeting between the principal/SGC and all contractors will be scheduled. Each contractor shall be invited to give a presentation. The Before/After School Care SGC committee may choose to visit the contractor's facility.
- c. The Before/After School Care SGC committee shall rank its recommended selection as first, second and third choice. Those providers who made presentations but were not ranked shall be notified in writing that they were not selected.

The elementary school principal accepts or rejects the Before/After School Care committee's recommendation. If the principal accepts the recommendation, the principal will present his/her request to the Contracting Department, which shall negotiate and finalize the contractor selection.

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REQUEST FOR PROPOSAL INTRODUCTION

The FCS Contracting Executive Director or designee shall meet with the principal(s) and the chosen Before/After School Care provider prior to the start of services. Before/After School Care activities shall not begin until this meeting has occurred.

- d. The principal and the Before/After School Care SGC committee shall be responsible for certain follow up requirements. During the first year, the Before/After School Care SGC committee shall continue to evaluate the program, and meet with the provider and the school principal to discuss problems and offer solutions.

If an elementary school decides it wants to conduct another survey and re-evaluate providers, it shall begin the process no later than the end of January to allow enough time to conduct the search, conduct evaluations, and facilitate the transfer of Before/After School Care duties to another contractor. Only approved FCS evaluation forms shall be used to assess provider performance used for selection purposes. Only providers on the contract list will be considered.

If the school is satisfied with the current Before/After School Care provider's performance, the option year shall be exercised before July 1st of each year. Any contractual changes shall be made by the Contracting Department. Other procedural changes regarding Before/After School Care program details or non-contractual changes shall be agreed to between the Provider and the school principal.

SECTION A – BEFORE/AFTER SCHOOL CARE

1. Before and/or After School Care

The Contractor shall provide an on-site Before/After School Care Program on days when school is in session during the regular school year and in the summer: (1) before the start of the school day, beginning at 6:30 a.m. and (2) after the end of the school day, until 6:30 p.m.

- a. Contractor(s) shall provide these Before/After School Care services in FCS elementary school facilities.
- b. Contractor(s) shall pay FCS room rental and/other fees for the use of FCS facilities to provide the Before/After School Care Services.
- c. Contractor(s) may charge a fee for the Before/After School Care service to parents.
- d. Contractor(s) shall be responsible for collecting fees charged parents.

If the Before/After School Care SGC committee and/or principal deems that certain program materials or features are required that are over and above the stated requirements, and they are negotiated into the contract, the Contractor shall be required to maintain those materials or

CONTRACTING DEPARTMENT

REQUEST FOR PROPOSAL INTRODUCTION

requirements in their programs. Contractor's presented costs may be adjusted for any agreed unforeseen costs.

Contractor shall explain in detail the program being offered. This shall include:

- a. Enrollment and admission policies;
- b. Company and program philosophy;
- c. Program goals;
- d. Personnel qualifications;
- e. Hours of operation for on-site program and/or other off-site additional programs;
- f. Attendance and illness policy;
- g. Health and emergency policy;
- h. Pick-up/sign-out policy;
- i. How the firm maintains standards of excellence;
- j. List of equipment and supplies that will be used in classroom(s);
- k. Field trips;
- l. Any other specific program procedures or activities, including snacks;
- m. Per student price and any discounts; and
- n. Plans for serving students who need 504 or special education

2. The Contractor's Past Performance

Contractor shall demonstrate experience in providing a Before/After School Care program by supplying the following information regarding contracts of a similar nature and scope as the requirements contained in this solicitation. Past performance, for the purpose of satisfying this requirement, shall mean quality of work essentially comparable to this acquisition. It shall include contracts in which performance has occurred during the past three (3) years.

Contractor shall provide a list of similar contracts in complexity, scope, size and dollar amount to this effort and include the following:

- a. Contract title;
- b. Contract number;
- c. Award and start dates;
- d. Ending date;
- e. Contracting activity;
- f. Contracting officer (name, address, telephone and e-mail address);
- g. Contracting officer's representative (name, address, telephone and e-mail address); and
- h. Problems encountered and resolutions.

Contractor shall include specific details of technical performance (actual performance vs. required performance and actual quality or reliability vs. specified levels) in describing contractual effort and individual performance.

Contractors may attach samples or other commercially developed materials that may improve the quality of their responses.

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3. Additional Before/After School Care Services

Contractor may include in the proposal to provide Before/After School Care services in elementary schools on days when summer school is held. If custodial or other District employee time is required over and above the normal working hours, the additional time shall be paid by the contractor as outlined in the contract.

4. Enrollment

FCS shall determine an enrollment cap beyond which the care Provider shall not exceed. Whenever possible, as determined by the principal and the FCS Facilities Services Department, additional space shall be provided to accommodate a larger enrollment and attendance. The daily attendance record for before and after school students will be calculated by averaging the morning attendance with the afternoon attendance. FCS may at any time, audit the Before/After School Care Contractor's attendance records and/or enter classroom(s) to take a sample attendance. Enrollment and Before/After School Care attendance may be limited by the principal and FCS Facilities Services Department if the assigned room(s) and the additional temporary space for additional students is still not enough room to provide appropriate Before/After School Care. It is the Before/After School Care Provider's responsibility to notify its parent customers when attendance shall be limited. FCS shall not intervene in the Before/After School Care Provider's decision on how to accept Before/After School Care students (i.e.: on a first-come first-serve basis, length of time attended, timeliness of payments, etc.), but if adequate space is not available, overcrowding shall not be allowed. If the principal and FCS Facilities Services Department cannot find more suitable space, he/she will notify the Provider of the FCS' request to limit enrollment and shall allow thirty (30) calendar days for the Provider to notify the parents. Only children enrolled at the school shall be permitted to register and attend Before/After School Care programs at a particular FCS school.

5. Parent Participating Fees

All fees collected for the enrollment of students in the Before/After School Care program shall be the responsibility of the Contractor, and the Contractor shall have the right to remove any enrolled student if payment for such student to Contractor shall be in arrears under the written policy of the Contractor.

6. Student Transportation

FCS shall provide no funds for the support of Before/After School Care Programs. FCS cannot provide bus transportation for use by Before/After School Care Providers for any purpose. Before/After School Care students will not be transported on buses that service school system programs. Field trips shall not be taken.

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7. Supervision and Responsibility for Children in Before/After School Care

Direct supervision and the availability of educational and recreational materials shall be used to engage students so they are not destructive and unruly (causing disruption to other parts of the school building) because of lack of attention and/or stimulation. Children shall not be allowed to roam or be unsupervised in the school building. FCS expects the Before/After School Care Provider to discipline the children under its care and not allow inappropriate or dangerous behavior to occur. Lack of appropriate or quality supervision, inconsistent consequences for dangerous behavior, high tolerance of inappropriate behavior or other disruptions that are not controlled or remedied shall be a basis for terminating the contract.

The contractor shall be solely responsible for students enrolled in the Before/After School Program at FCS school buildings and shall not leave any child enrolled in the program unattended. Contractor and Contractor's staff shall be responsible for maintaining control and discipline with children in the Before/After School Care program. Abuse of FCS facilities through negligent supervision shall be repaired by FCS Maintenance/Capital Programs personnel or its contractors at the Provider's expense. For temporary assigned areas outside the normal assigned Before/After School Care area(s) the responsibility for damage shall be clearly determined before charges can be assessed. If damages continue, the principal has the authority to change the temporary assigned space to facilitate monitoring of the situation.

Should the Contractor's staff not be available to care for the children in the Before/After School Care program, FCS school staff may be asked to watch children for a temporary time period on an emergency basis, but FCS staff shall not be responsible for continuing a program, serving meals or otherwise assuming management of the program. The contractor shall pay FCS employees at their regular hourly rate and shall pay a penalty to FCS for the emergency use of FCS staff.

Provider shall have operations and procedures available to place another Provider staff member at the Before/After School Care site within one (1) hour at maximum. For emergency situations when a Provider's employee is not available, the Provider shall designate an emergency telephone or pager number that can be called as soon as FCS and/or parents become aware of the problem. If that emergency number changes during the term of this contract or its option years, the Provider shall notify each of the school sites and FCS Contracting Department. It is understood that the emergency telecommunication number will be actively staffed by Provider's employee anytime care is in session and until students are safely delivered to a parent or guardian. The emergency telecommunication number shall not be connected to a voice or message recording system during program and school hours.

8. Building, Equipment and Supply Provisions of Before/After School Care Program

The Provider shall insure that playground equipment used by the Before/After School Care Program is used in accordance with the intended use and by age appropriate children.

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Any discovery that raises concern about the safety of the equipment and/or any observation of loose, damaged or missing playground equipment components shall result in immediate closure of the piece of equipment and notification of the building principal so that repair can be initiated. FCS maintenance staff and its authorized contractors shall be the only agents who shall effect repair or make alterations to any playground equipment.

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

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

The District's maintenance staff or its authorized vendors, construction manager and contractors shall be the only agents permitted to make any repair or changes to the facilities or its equipment, and all such work shall be done by work request or construction contract duly authorized by a Capital Programs or Facilities Services representative, as appropriate.

Transportation of educational equipment or materials to or from FCS facilities, and maintenance or replenishment of such materials shall be the responsibility of the Provider.

The District's intent is to provide space for school-based Before/After School Care that is convenient for parents and children, as well as inspiring for young children. Specific types of activities or specific names of games, educational materials, toys, etc. are not listed or required for Before/After School Care programs. However, instruction aligned with the Georgia Common Core Performance Standards, with a focus on language arts and math skills; homework assistance; enrichment and recreation are expected.

FCS shall not provide any equipment, educational materials, office supplies, physical education Equipment or other teaching aids for Before/After School Care programs conducted within or on FCS facilities unless advance arrangements have been made with the principal and appropriate System-level administrator. Use of district-owned equipment such as copiers, fax machines phones, computers, classroom furniture, etc. shall be paid for at a reasonable fee set by FCS.

The provider will not have use of the kitchen or kitchen equipment, including refrigeration.

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

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the provider about plans for other FCS building projects that may affect operations of the Before/After School Care program.

9. FCS-Provided Building Facilities

Board of Education policies and regulations which govern school use of FCS facilities shall, when applicable, also govern Provider's use of school facilities. The Before/After School Care Program shall confine itself to the rooms and corridors assigned for its use, and to the approved times. Classrooms shall be maintained and equipped for the District's instructional programs and any usage under this contract must maintain the appropriate cleanliness and order required of such a learning environment. FCS facilities shall be maintained by FCS in a safe, clean and acceptable condition.

Provided classrooms may be configured differently in each school building. Request for Before/After School Care services will not be made unless an identifiable/classroom(s) space is available within a particular school building. The classroom(s) will be made available during the hours chosen by each school building principal with advice from the school/community parent group.

Furnishings such as built-in storage cabinets, counters, desks attached to walls, cabinets attached to counters or walls, sinks or other building features may vary from building to building and from classroom to classroom. FCS makes no assurances that any particular furnishings shall be available. The Before/After School Care provider is responsible for providing storage for its Before/After School Care equipment and supplies. Any storage cabinets or other furniture placed in the Before/After School Care room(s) shall be sturdy and non-tipping. Placement of all vendor-provided equipment shall be at the principal's direction.

FCS shall not be required to provide furniture or equipment for the use of the extended day Before/After School Care program(s), except if such equipment and furniture is in place in the classrooms furnished and the school principal has approved their use. This includes coat hangers on walls. The Contractor shall use no supplies or any of the District's certified or classified employees' supplies left in a classroom without prior written consent of the principal.

FCS shall furnish room space, light, heat, power, cold running water, phones and other utilities as are necessary for the operation of the Before/After School Care program. FCS shall provide and supply sanitary toilet facilities, including paper towels and toilet paper, for the Contractor's employees and participants. FCS custodians shall clean and remove trash from the Before/After School Care rooms unless other arrangements are made.

Other required building utilities for Before/After School Care Centers, e.g., fire alarms, exit doors and room temperatures, shall be part of existing conditions found in any public accredited school building.

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10. Snacks

Snacks for Before/After School Care shall be provided by and purchased from the District's School Nutrition Program. The provider shall arrange scheduling and other administrative matters with the principal and the Executive Director of the District's School Nutrition Program upon contract award.

The components of the snacks provided by the Fulton County Schools Nutrition Program will meet the federal snack meal pattern requirements. The cost to the Provider will be established annually. Snacks will be offered on regular school days according to the Fulton County Schools 180-day calendar. The snacks will be provided by the Fulton County Schools Nutrition Program at a pre-scheduled time each day.

All snacks ordered will be billed. The School Nutrition Program will submit a monthly invoice to the provider. Payments are to be submitted within ten (10) days of receipt. A 30-day written notice is required for cancellation of snack service.

Upon contract award:

- A written request shall be submitted to the School Nutrition Program if the provider does not elect to offer snacks every day according to the Fulton County Schools 180-day calendar.
- The Provider shall follow the Fulton County Schools Nutrition Program food handling and sanitation practices and the outlined meal accountability process to **include submittal of daily attendance forms and monthly student enrollment roster**.
- The Provider shall attend an orientation/planning meeting with the School Nutrition representative(s) scheduled by the School Nutrition Program.
- The Provider shall submit a written request ninety (90) days in advance for consideration if snack meal service is requested during summer months.

11. School Closings

FCS shall reserve the right to cancel or shorten any school day. An FCS calendar will be given to all providers. FCS will give the contractor twenty-four (24) hours notice of canceling or shortening a school day in non-emergency situations. In the event of emergency closure, FCS shall provide the Contractor with as much advance notice of the closure as possible. The Provider shall have a working plan in place that instructs parents as to alternate pickup locations. Child care services shall not be provided on non-school days.

12. Custodial Services and Building Access

In collaboration with the school principal, the Contractor shall request custodial labor for situations that exceed the normal working hours (i.e., for early release days, summer school days). The custodian or other FCS employee shall be paid at the applicable regular hourly or overtime rate. This additional overtime duty shall be paid by the contractor and recorded on the monthly FCS billing statement. In addition to the normal defined custodial duties,

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custodians working regular overtime are responsible for providing access to the building and maintaining an FCS presence. The custodian shall not be required to serve under the direction of the Before/After School Care provider or their staff. FCS elementary school custodians work in two shifts during the regular school year. This arrangement generally allows for the cleaning of the entire building including the Before/After School Care areas and building access during the custodian's normal working hours. Any circumstances that would require additional custodial coverage outside the normal scheduled work hours will be evaluated on a case-by-case basis and the applicable hourly overtime rate will be utilized to calculate cost for reimbursement by the provider. Some buildings are cleaned by contracted custodial service firms. Any incremental cost increase created by the Provider program will be evaluated on a case-by-case basis and the cost will be reimbursed by the provider.

A school only has eight (8) hours of custodian staff coverage during the summer. The contractor shall work with the principal to arrange access to the building if the contractor desires to remain open longer than eight (8) hours and shall pay the overtime labor charges.

If the Before/After School Care Contractor causes an unusually large amount of thrash, other additional cleanup requirements as result of Before/After School Care activities, or does not properly care for FCS facilities; the principal may be instructed by the Facilities Services Department to charge for extra cleanup labor cost that are not included in normal custodian duties. The additional cost shall be added to FCS Billing Statement.

13. Security and Building Access

Security

For field trips taken by the Before/After School Care Contractor(s) or other activities that would require the school building to be available for parents early or late to drop off and pick up their children, prior arrangements shall be made with the principal for the school building to be opened and closed by the custodian or other FCS site representative. Overtime charges for custodial labor shall be applied when requirements exceed normal custodial schedules. A two-hour minimum service charge shall apply.

The principal may arrange to have an FCS staff member arrive early to open the building before the custodian arrives and then return to re-open and close the building (if the custodian is off duty) when the Before/After School Care group returns from their trip. This shall be agreed to in advance and overtime pay rates will be charged to the Provider.

Contractors shall not assume that they can call the FCS Police Department to open and close the school building. The Contractor shall work out prior arrangements with the principal. Only in an emergency when a custodian fails to appear shall the Contractor call the FCS Police Department.

Contractors shall not directly require custodians or other FCS rental facilitators to open/close school buildings, but shall instead work with the school principal to make these

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arrangements. Obtaining and scheduling any extra labor is solely at the discretion of the school principal who will be reporting the labor to FCS Payroll Department. Any FCS employee who is assigned to open or close a school building (whether it is a custodian, teacher, cluster community liaison or other rental facilitator) shall be paid at the applicable rate. This amount shall be added to the Billing Statement and paid by the Before/After School Care Provider.

FCS regulations and procedures do not allow issuance of building keys for outside doors to Contractors. The Contractor shall work with the school principal to arrange for an FCS employee to be available to open and close the school. That FCS employee shall be paid through the District's payroll system. The hours shall be coordinated with the school principal and the overtime hours required added to the Contractor's monthly Billing Statement.

Keys for inside doors to Before/After School Care assigned rooms shall be coordinated with the school principal. If the Contractor or any of its employees are issued interior door keys and subsequently lose keys, the Before/After School Care Contractor shall be required to pay the full repinning and key replacement cost. The principal and FCS Security Department shall reserve the right to repossess keys at any time.

NOTE: Keys will not be provided for the kitchen area.

14. Emergencies

If an emergency situation occurs while the Provider has access to a school building, the Before/After School Care Provider shall immediately notify the principal and custodian. If the principal or custodian cannot be found immediately, the Provider shall call FCS Police. If a Provider is unable to secure a building because it cannot contact a custodian; the Provider shall first call the school principal; if that is unsuccessful it shall call the FCS Police Department and request assistance in securing the building. The Provider shall report any of the above incidents or similar incidents to the school principal as soon as possible.

Emergency Drills – The Before/After School Care provider, its staff and the children in the children in the program shall participate in regular school fire, bomb, intruder and tornado drills. Drill reports shall be submitted to the program director and forwarded to FCS Police Department monthly. FCS policy and procedures shall be followed. When possible, FCS shall alert the Before/After School Care provider in advance of the drill.

15. Health and First Aid

The Before/After School Care provider shall follow FCS' guidelines for student health care and first aid APPENDIX V.

16. Facility Care by Contractor

As part of the agreement for the provider to use the District's school facilities, the Provider

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shall responsible for the following:

- a. Provider shall comply with all policies and regulations regarding the use of FCS facilities as prescribed by the Board of Education and this contract. The Provider shall exercise the utmost care in the use of school premises and agrees to protect, indemnify and hold harmless FCS and its officers and employees from any and all claims, liabilities, damages or rights of action directly or indirectly growing out of the use of the premises covered by this rental contract.
- b. In the event of damage to FCS property or facilities, Provider shall notify the building principal immediately, accept the estimate of the damage amount (as estimated by the FCS Facilities Department) and pay all repair costs. Any damage of a safety nature shall be brought to the immediate attention of the principal.
- c. Contractor shall be responsible for contents in the room(s) rented regardless of peril involved. Provider shall be responsible for the cost of repair of damage to FCS property that is the result of abuse or negligent care on the part of the Contractor, its staff or the students under its care.
- d. Provider shall be responsible for any FCS equipment or materials used by Contractor (after receiving principal approval for use) and shall pay full replacement cost for lost or damaged equipment or materials. Lost or damaged equipment shall be immediately reported by Provider to the principal. Normal wear and tear such as traffic patterns on carpet, sun fading of objects in rooms, minor dents on building structures, etc. will not be chargeable.
- e. Provider shall be required to supervise students and shall be responsible for damage when their students are in the hallways, bathrooms, cafeteria, media center, playground, offices or any other areas of the building or school grounds.
- f. Before performing certain acts, which may cause later damage, e.g., attaching object or materials to walls, moving heavy equipment or furnishings within the room, using materials which may deface property or cause fires, conducting special events, etc., Provider shall advise the principal of its intent and obtain written permission and/or written instructions on how to proceed. When transporting equipment or materials into FCS facilities, Provider shall exercise caution and will be responsible for damage to FCS facilities caused during this activity, including the marking of floor finishes.
- g. In cases of shared classroom facilities, Provider shall store and maintain its supplies in a separate area. Contractor is responsible for its' own materials. Locking or securing Contractor-owned material shall be the Contractor's responsibility.
- h. No alterations to any FCS building shall be performed by the Provider including painting, carpentry, electrical or other construction or grounds work. No oil base paint, flammable

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liquids, fire-producing chemicals and/or open flame of any form (including candles) shall be used in the classrooms.

- i. Any animals brought onto FCS property by the Provider shall first receive approval from the school principal and the parents. If there are cases where state licenses require interaction between children and certain animals (that cause or may cause allergic reactions or otherwise be objectionable to a child or any employee), the Provider shall notify the state license agency and find alternate animals that can be used in their program.
- j. Once access is gained, the Provider shall restrict its activity to the classroom(s) and other areas as assigned, including nearby bathrooms, hallways around the classroom(s) and the outside playground. Parents, children in Before/After School Care, Provider's staff or anyone else gaining access to an FCS building via the entrance when school is normally closed, shall be the responsibility of the Provider. If the Provider uses rooms in the school building other than the assigned room(s), it shall pay for the privilege and make prior arrangements with the principal. The Provider shall not attempt to obtain those privileges from the building custodian or other FCS employee.

17. Extra Shared Classrooms Space

FCS shall provide adequate space to the Provider for Before/After School Care student in the range of 1 - 25 students per classroom or an agreed-upon maximum. Overcrowding of the assigned classroom(s) shall not be permitted.

A Provider with a large number of "registered" students that begins to experience an average daily attendance of Before/After School Care children of more than 25 students per classroom, shall immediately begin working with the school principal and appropriate system level administrator to find suitable additional space. Dependence on usage of extra classroom space, cafeteria or gym space shall not be assumed by the Provider. If applicable, the Offeror must begin working closely with the advisory parents and the school principal to locate another on-site classroom. In no case shall the safety and successful supervision of the children be jeopardized.

The appropriate system-level administrator, working with the school principal, has the authority to decide room locations, assignment of additional space, number of children served in Before/After School Care, hours of operation, and management or reconciliation of any Before/After School Care administrative problems in their building. If additional space cannot be found, the Before/After School Care Provider shall limit enrollment after receiving 30 days advance notice from the appropriate system-level administrator.

18. Rental Costs Schedule and Payment

The following are procedures to be followed and charges to be paid by the provider chosen to provide Before/After School Care services in FCS. Accepted FCS facility rental rates are

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included in the Budget Development Assumption. The Before/After School Care rental rate shall be at least equal to the Board of Education approved rates. Rates shall increase at the sole discretion of the District.

Leased Area	Other		Non-profit	
	Min Fee (2 HR)	Hourly Rate	Min Fee (2 HR)	Hourly Rate
Gymnasium, Elementary School	\$58.00	\$29.00	\$32.00	\$16.00
Cafeteria, Elem. School * <i>Room use</i> <i>Does NOT Include</i> <i>"Serving Line" or</i> <i>"Temperature Holding</i> <i>Equipment."</i>	\$80.00	\$40.00	\$32.00	\$16.00
Media Center, Elementary School	\$52.00	\$26.00	\$26.00	\$13.00
Classroom	\$32.00	\$16.00	\$18.00	\$9.00
Non-Stadium Field	\$44.00	\$22.00	\$26.00	\$13.00
Track, Asphalt MS, ES	\$26.00	\$13.00	\$12.00	\$6.00

SECTION B – PAYMENT

1. Monthly Payment for Rental

Rental payment, payment for FCS custodial or building access services, and other fees shall be made on a monthly basis. Checks (one per site) shall be made out to FCS (not the school) and the purpose of the check indicated as: Before/After School Care Space Rental for _____ (enter school name). No other checks or other funds (marked as "gifts", "donations" or otherwise) shall be given to any FCS employee in connection with this contract without approval from the Superintendent, his designee or the Board of Education. Recognition of any gift or donation must be formal and in writing and cannot be used to decrease the fees associated with this contract.

2. Time of Payment

The Contractor shall prepare a monthly enrollment calendar sheet. The calendar shall be delivered to the school principal within five (5) working days of the end of the month.

FCS Billing Statement will then be completed and signed by each school principal. When the Billing Statement is received by the Before/After School Care Provider, it shall send the payment check to:

Fulton County School System
Accounts Payable Department

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6201 Powers Ferry Road

Atlanta, Georgia 30339

3. Document Distribution

Remit payment for rental shall be made out to FCS and sent within fifteen (15) days of the following month. Copies of the Billing Statement, Overtime and Extra Work form and Before/After School Care monthly attendance calendar are forwarded to the Continuing Education Department for review and reconciliation. If corrections are necessary, the office will contact the Contractor. The Overtime and Extra Work form shall be completed and signed by the school principal who will forward it to the FCS Payroll Office. The custodian or other FCS employee shall be paid for the overtime work through FCS payroll system. The Contractor shall be responsible for reimbursing FCS at a flat rate to cover all the District's expenses involving overtime labor and shall be responsible for working with the school principal to schedule the overtime labor.

4. Invoices

Invoices needing minor adjustments shall be adjusted by the Accounts Payable representative who shall make any corrections. If there are discrepancies between the Contractor's calendar submittal and the Accounts Payable representative's reconciliation calculations, the discrepancy shall be resolved with the Contracting Director's Representative (CDR). The correction will be included as an adjustment in the following month's billing statement. If a discrepancy is not resolved the discrepancy shall be submitted to the Executive Director of Contracting for a decision.

SECTION C - RENT

Payment for use of an FCS classroom space with regular custodial cleanup services provided by FCS shall be as follows:

1. Room Rental Rate

During a normal FCS scheduled student school day the room rental rate shall be: \$32 per day.

In option years of this contract, the room rental rate shall increase as approved by the FCS Board.

SECTION D - OTHER COSTS

Payments for other costs related to Before/After School Care activities conducted within FCS facilities are described below.

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1. Fees for Use of FCS Property

Fees charged for mutually agreed use of FCS property shall be included on the billing statement and clearly defined. For this contract the following rates shall apply:

- Use of school copier: \$.10 cents per side per copy
- Use of school fax machine: \$.10 cents per copy
- Use of school audiovisual equipment: \$40.00 per month
- Damage deposit: \$500 – vendor must maintain \$500 in a damage deposit account; the remaining funds in the account will be returned at the end of the contract period
- Contractor shall be responsible for damage and replacement cost of borrowed FCS property.

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A. OFFEROR'S RESPONSIBILITY

It shall be the responsibility of the selected offeror to meet all requirements and guidelines set forth therein. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each proposal will be evaluated in its entirety.

B. ORAL INTERVIEW/DEMONSTRATION

FCS may require qualified Offeror(s), considered in the competitive range, to participate in a detailed oral interview/demonstration to fully discuss their proposal and qualifications for this project and to answer questions posed by FCS. A final selection may be based upon the evaluation of both the written and oral responses of each Offeror.

C. SUBMISSION OF PROPOSAL

Proposals shall be submitted in in four (4) sections: (1) price, (2) technical capability, (3) business stability and (4) exceptions and modifications (if applicable). Six (6) sealed proposals (one (1) original, five (5) copies) and one (1) flash drive shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the Offeror may choose to propose; however, the concept shall be placed within the framework of the four (4) sections.

D. BASIS OF AWARD

Proposals will be evaluated on a combination of factors. The evaluation factors are (1) price, (2) technical capability, (3) business stability, and (4) exceptions and modifications.

E. PREPARING THE PROPOSAL

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

F. EXECUTIVE SUMMARY

An executive summary of not more than two (2) pages stating the Offeror's overview of the project shall precede the specific required sections.

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G. THE PROPOSAL

SECTION I – PRICE

In this section the contractor shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the FCS requirements. Pricing that is identified in a unit measures (prices per hour, day, week, etc.) shall also be accomplished by an estimated number of units expected to complete the task. This method of pricing shall only be used only when specific fixed prices cannot be identified.

The dollar cost of services proposed should contain the maximum fee (including any out-of-pocket expense) that the District will be charged for the performance review audit. Separate fees should be stated for the performance review audit for each of the five (5) years along with a total cost. The Offeror should also include the hourly rates to be charged for each staff level if the District authorizes an expansion of the scope of the engagement.

Cost and Fees:

Contractor shall provide its cost breakdown for fees to be charged to parents for Before/After School Care services provided during the July – June 30, 2021 time frame. All relevant costs or fees that may be charged to parents must be listed. Contractor shall attach any additional price sheets that are necessary to fully explain its cost structure. If there are fees on a sliding scale based on parent’s income, contractor shall submit those costs on separate sheets. Costs or fees not listed shall be assumed to be included in other costs listed and not chargeable to parents. Below is a sample cost format that may be used. Contractors may submit their standard cost sheets, but all the information requested below must be included. Additional cost breakdowns for clarification shall also be included. This data shall be forwarded to the schools and their advisory Local School Advisory Council (LSAC) committee for their review, and is not considered part of the qualification criteria.

Sample Cost Format for Before/After School Care (age 4-12) for FY 2020

- Program \$100
- Weekly Fee \$50
- Daily Fee \$25
- Scholarships \$50
- Other \$25
- Before & After \$150
- After only \$75
- Before only \$75

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- Before full time \$125
- Before part time \$75
- Early release days \$15
- Field trip charges \$100
- Registration/child \$15
- Registration/family \$25
- Activities fees \$75

TOTAL PROGRAM COST: \$980

***NOTE: THE ABOVE SAMPLE PRESENTED AS A GUIDELINE ONLY.**

SECTION II - TECHNICAL CAPABILITIES

A. METHODOLOGY

In this section, the contractor shall describe in detail the methodology and procedure that are to be used to accomplish FCS requirements of this RFP. This shall include all planning, project coordination, field procedure, costing and valuation techniques, resumes of all employees that shall be assigned to the District and an outline of the organization that will be employed. The organization outline shall clearly describe the numbers and professional categories of personnel to be employed, the chain of command (including the names of key personnel) and any other details that will aid in understanding how the job is proposed to be accomplished. The capability of the contractor to deliver the services in an efficient and timely manner shall be clearly described in this section.

Also, this section shall include the specifics as to the equipment that will be used and any other information that will assist in the understanding of what the contractor proposes to do and to provide.

B. CAPABILITIES:

Responses to all capabilities listed shall be in accordance with all specifications for Before/After School Care.

The Offeror shall:

1. Explain in detail the program being offered. This shall include:
 - a. Enrollment and admission policies;
 - b. Company and program philosophy;
 - c. Program goals;

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- d. Personnel qualifications;
 - e. Hours of operation for on-site program and/or other off site additional programs;
 - f. Attendance and illness policy;
 - g. Health and emergency policy;
 - h. Pick-up/sign-out policy;
 - i. How your firm maintains standards of excellence for Before/After School Care program;
 - j. List of equipment and supplies that will be used in classroom(s);
 - k. Field trips;
 - l. Any other specific program procedures or activities including snacks;
 - m. Per student price and any discounts;
 - n. Plans for serving students who need 504 or special education accommodations; and
 - o. Instruction aligned with the Georgia Performance Standards, with a focus on language arts and math skills as addressed on the Criterion Referenced Competence Test (CRCT).
2. Provide a detailed list of “similar” contracts in complexity, scope size and dollar amount to this effort, including the following:
 - a. Contract title;
 - b. Contract number;
 - c. Award and start dates;
 - d. Ending date;
 - e. Contracting activity;
 - f. Contracting officer (name, address, telephone and e-mail address);
 - g. Contracting officer's representative (name, address, telephone and e-mail address); and
 - h. Problems encountered and resolutions.
 3. Describe how a custodian or other FCS employee who works over the normal working hours shall be paid by the Contractor.
 4. Describe how a Before/After School Care Provider electing to operate a Before/After School Care program while summer school is in session will coordinate with school principal.
 5. Describe the enrollment process; determination of enrollment cap; notification to parent customers when attendance shall be limited.
 6. Describe how parent participant fees are assessed and collected; procedures and policy for non-payment or if payment is in arrears.

CONTRACTING DEPARTMENT

REQUEST FOR PROPOSAL

7. Describe the policy for student supervision and discipline for children in Before/After School Care; staff coverage.
8. Describe the procedures for coverage if contractor's staff is not available. Explain policy and response time for emergency situations, i.e. if contractor's staff is not available, how will parents will be notified.
9. Describe how the Contractor shall provide equipment, educational supplies, office supplies, physical education equipment, or other teaching aids for programs offered by the Contractor. Explain how the Contractor shall reimburse FCS for use of FCS-owned equipment; i.e. copiers, fax machines, phones, computers, classroom furniture, etc.
10. Explain how the Contractor shall provide furniture or equipment for the use of extended day Before/After School Care programs(s) if an FCS classroom is not furnished.
11. Describe snacks to be provided by the District. Explain how the contractor will reimburse FCS for all costs.
12. Explain how emergency closings are handled once notified by FCS of cancellation or shortened school day.
13. Detail the custodial services that will be provided by the Contractor. Explain how the contractor shall pay FCS for overtime labor charges and the removal of excessive amounts of trash and other additional clean-up requirements.
14. Describe in detail security procedures during the hours of Before/After School Care.
15. Explain procedures on how to handle emergencies occurring in a school building including notification of key FCS personnel, i.e. principal, custodial, FCS Police, etc. Describe fire or tornado drill procedures.
16. Provide a detailed policy for a sick or contagious child; first aid and health care.
17. Explain how the Contractor shall pay FCS for damage done to school property.

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REQUEST FOR PROPOSAL

18. Provide rental costs and facilitation of payment to the District.

Payment:

19. Describe how the Contractor shall make payment to FCS on a monthly basis.
20. Explain how the Contractor shall submit monthly enrollment calendar sheet and insure timely payment to FCS for Before/After School Care.
21. Explain the document distribution process.
22. Explain how the Contractor shall submit monthly billing to FCS for processing.

Other Costs:

23. Detail other cost related to Before/After School Care activities conducted within or on FCS facilities.
24. Describe the use of FCS property fees. e.g. use of school copier, fax machine, etc.
25. Describe the fee for FCS staff emergency coverage or Before/After School Care Program.

Miscellaneous:

26. Describe any discounts offered or internal scholarships.
27. Advise if the provider is a Georgia Before/After Care Assistance Program provider.
28. Advise if the provider is associated with the Temporary Aid for Needy Families (TANF).

SECTION III - BUSINESS STABILITY

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

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within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Offeror shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Offeror shall provide documentation showing that the Offeror is properly registered to conduct business in the State of Georgia. Offeror 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.

- B. Financial Status** - Describe the financial status of the firm; include the audited financial statements (income statements and balance sheets) for the past two (2) accounting years.
- C. References** - List as references (names, address, contact persons and toll-free phone numbers) a minimum of three (3) clients of similar complexity and nature to FCS for which a project was completed within the last five (5) years. A brief description of the services provided shall accompany each reference.
- D. 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. **Provide Subcontractor Affidavit and Agreement for each subcontractor.**
- E. Previous Default** - Indicate if you or any predecessor organization have ever defaulted on a contract or been denied a proposal due to non-responsibility to perform. If so, provide the facts and circumstances. **If your firm or any successor organization is now involved in or has been involved in any litigation in the past ten (10) years, please list the parties to the litigation, the civil action number and a brief explanation of the matter.**

Indicate whether or not your company, any subsidiary, or any related division or entity has ever defaulted on a contract with FCS or has ever been involved in any litigation with FCS. If yes, please provide details.

CONTRACTING DEPARTMENT

REQUEST FOR PROPOSAL

H. EVALUATION FACTORS

NO.	FACTOR	POINTS
SECTION I	PRICE	200
SECTION II	TECHNICAL CAPABILITIES	600
<i>Section II-A</i>	<i>Methodology</i>	<i>100</i>
<i>Section II-B</i>	<i>Capabilities</i>	<i>500</i>
SECTION III	BUSINESS STABILITY	100
APPENDIX II & III	EXCEPTIONS AND MODIFICATIONS	100
TOTAL		1,000

I. REQUEST FOR INFORMATION

All questions and/or correspondence during the entire proposal process shall be directed in writing to the FCS Contracting Department.

During the entire period of solicitation, submittal and evaluation, no Offeror shall contact any member or employee of FCS concerning the solicitation. Such action could result in the Offeror being removed from further consideration.

CONTRACTING DEPARTMENT

REQUEST FOR SEALED PROPOSAL

DATE: _____

PROPOSAL NO.: 132-20

NAME OF COMPANY: _____

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

Gentleman/Madam:

Having carefully examined the Proposal Conditions and Specifications entitled “RFP No. 132-20, “Before/After School Care” for the performance of subject work all dated _____, and the Addendum/Addenda _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

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

CONTRACTING DEPARTMENT

COMMITMENT TO PERFORM AS PROPOSED

PROPOSAL NO.: 132-20

Respectfully submitted,

Name of Company

Address of Company

E-Mail Address

***(All Correspondence will be sent to
this email address)***

Business Telephone Number

Fax Number

Printed Name and Title

Signature

Date

The full names and addresses of persons and firms interested in the foregoing proposals as principals are as follows:

The legal name of the Offeror is:

CONTRACTING DEPARTMENT

OFFEROR'S CHECKLIST

PROJECT: _____

PROPOSAL NO: _____

- We have acknowledged receipt of addenda issued.
- Six (6) proposals one (1) original, five (5) copies) and one (1) flash drive of all information requested have been provided.
- The proposal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- 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 CHECKLIST

COMPANY NAME

DATE

(COMPANY FEDERAL ID NUMBER)

(COMPANY E-MAIL ADDRESS)

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL

RETURN WITH PROPOSAL

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity, or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity, or service, contact Compliance Coordinator, Ron Wade, 6201 Powers Ferry Road, Atlanta, Georgia 30339, or phone (470) 254-5502. TTY 1-800-255-0135.

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.

CONTRACTING DEPARTMENT

FULTON COUNTY SCHOOLS

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

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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 AND AGREEMENT (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

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

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: immediately notify the School District in writing at: Contracting Department, Administrative Center, 6201 Powers Ferry Road, Atlanta, 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

CONTRACTING DEPARTMENT

AFFIDAVIT OF EXCEPTION (Page 2)

(iii)

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 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:_____

CONTRACTING DEPARTMENT

APPENDIX II

OFFEROR'S EXCEPTIONS FORM

CONTRACTING DEPARTMENT

OFFEROR'S EXCEPTIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in FCS' ability to award a contract and may result in an Offeror's proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must take an exception the Offeror shall provide the requested information for each exception or suggested deviation in the table below. By completing and submitting this form, an Offeror acknowledges that its proposal may be deemed to be nonresponsive at FCS' discretion.

No.	Section #, paragraph #, title, clause	Exception Taken and Reason	Proposed Resolution of Exception	Price / Schedule Impact
1				
2				

OFFEROR: _____(Name of Offeror) FCS RFP No. _____

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

NOTES:

- All cells within a row must be completed for each exception.
- Section number, paragraph number, title and clause number: Identify section number, paragraph number, title, and clause containing the scope of work and/or technical requirement in issue (e.g., Section – Request for Proposal, Paragraph 5, Technical & Functional Requirements, Subparagraph 5.1.15 "integration with LMS third party systems").
- Exception Taken: Specify exception and reason for exception.
- Proposed Resolution of Exception: Provide proposed resolution of the exception taken.
- Price/Schedule Impact: Identify impact to schedule and price, if exception or deviation is accepted.

THIS FORM IS FOR PROPOSAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.

CONTRACTING DEPARTMENT

APPENDIX III

OFFEROR'S MODIFICATIONS FORM

CONTRACTING DEPARTMENT

OFFEROR'S MODIFICATION

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the terms and conditions may result in significant unacceptable delays in FCS' ability to award a contract and may result in an Offeror's proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must propose modifications to any of the contractual terms contained in the solicitation the Offeror shall provide the requested information for each proposed modification in the table below. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using the format below. By completing and submitting this form, an Offeror acknowledges that its proposal may be deemed to be nonresponsive at FCS' discretion.

No.	Section #, Paragraph #, title and clause	Modification Proposed and Reason	Proposed Contract Provision to be substituted	Price / Schedule Impact
1				
2				

OFFEROR: _____(Name of Offeror) FCS RFP No. _____

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

NOTES:

- All cells within a row must be completed for each proposed modification.
- Section number, paragraph number, title and clause number: Identify section number, paragraph number, title, and clause containing the contract provision in issue (e.g., Section II, paragraph 4, Insurance, subparagraph D, Health Insurance, "sole and exclusive responsibility").
- Proposed Modification: Specify proposed modification to contractual term and reason for modification.
- Proposed Contract Provision to be substituted: Provide proposed contract provision to be used in place of the existing provision, if modification is accepted by FCS.
- Price/Schedule Impact: Identify impact to schedule and price, if modification is accepted.

THIS FORM IS FOR PROPOSAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.

CONTRACTING DEPARTMENT

APPENDIX IV

**NATIONAL AFTER SCHOOL ASSOCIATION
STANDARDS FOR QUALITY SCHOOL AGE CARE**

CONTRACTING DEPARTMENT

National After School Association (Formerly National School Age Care Alliance)

Standards for Quality School Age Care – Keys to Quality

Human Relationships

1. Staff relate to all children and youth in positive ways.
2. Staff responds appropriately to individual needs of children and youth.
3. Staff encourages children and youth to make choices and to become more responsible.
4. Staff interacts with children and youth to help them learn.
5. Staff uses positive techniques to guide the behavior of children and youth.
6. Children and youth generally interact with one another in positive ways.
7. Staff and families interact with each other in positive ways.
8. Staff works well together to meet the needs of children and youth.

Indoor Environment

9. The program's indoor space meets the needs of children and youth.
10. The indoor space allows children and youth to take initiative and explore their interests.

Outdoor Environment

11. The outdoor play area meets the needs of children and youth, and the equipment allows them to be independent and creative.

Activities

12. The daily schedule is flexible, and it offers enough security, independence, and stimulation to meet the needs of all children and youth.
13. Children and youth can choose from a wide variety of activities.
14. Activities reflect the mission of the program and promote the development of all the children and youth in the program.
15. There are sufficient materials to support program activities.

Safety, Health & Nutrition

16. The safety and security of children and youth are protected.
17. The program provides an environment that protects and enhances the health of children and youth.
18. The program staff tries to protect and enhance the health of children and youth.
19. Children and youth are carefully supervised to maintain safety.
20. The program serves foods and drinks that meet the needs of children and youth

CONTRACTING DEPARTMENT

Administration

21. Staff -child ratios and group sizes permit the staff to meet the needs of children and youth.
22. Children and youth are supervised at all times.
23. Staff supports family's involvement in the program.
24. Staff families, and schools share important information to support the well-being of children and youth.
25. The program builds links to the community.
26. The programs indoor space meets the needs of the staff.
27. The indoor space is large space is large enough to meet the needs of children, youth, and staff.
28. Staff, children, and youth work together to plan and implement suitable activities, which are consistent with the program's philosophy.
29. Program policies and procedures are in place to protect the safety of the children and youth.
30. Program policies exist to protect and enhance the health of all children and youth.
31. All staff are professionally qualified to work with children and youth.
32. Staff (paid, volunteer, and substitute) are given an orientation to the job before working with children and youth.
33. The training needs of the staff are assessed, and training is relevant to the responsibilities of each job. Assistant Group Leaders receive at least 15 hours of training annually. Group Leaders receive at least 18 hours of training annually. Senior Group Leaders receive at least 21 hours of training annually. Site Directors receive at least 24 hours of training annually. Program Administrators receive at least 30 hours of training annually.
34. Staff receives appropriate support to make their work experience positive.
35. The administration provides sound management of the program.
36. Program policies and procedures are responsive to the needs of children, youth, and families in the community.

CONTRACTING DEPARTMENT

APPENDIX V

HEALTH, EMERGENCY, AND FIRST AID GUIDELINES

CONTRACTING DEPARTMENT



Student Health Services

Health, Emergency, and First Aid Guidelines

- I. Student health policies and procedures should be carried out in accordance with administrative procedures established and maintained by the Before/After School Care provider and in compliance with the following Fulton County Schools, Student Health Services policies:
 - Procedures and guidelines defining first aid/emergency care and sudden illness response
 - Minimum number of staff who must be trained in first aid and certified in basic CPR (cardio-pulmonary resuscitation) and evidence of Universal Precautions training
 - Procedures and guidelines for supervision/assistance of students taking medications during program hours to include dispensing medication, proper lock and storage and authorization requirements
 - LASC and/or in the event of a serious injury or illness

For additional questions related to Student Health Services, the provider may contact the principal and the FCS Coordinator of Student Health Services

CONTRACTING DEPARTMENT

APPENDIX VI

BEFORE/AFTER SCHOOL EVALUATION FORMS

CONTRACTING DEPARTMENT

To be used with RFP No. 132-20 Before/After School Care for Annual Reviews

This is a minimum standard evaluation form and the LSAC committee may add criteria to this form in the form of up to ten (10) additional questions.

Before/After School Care Provider's Name _____

Evaluator's Name _____ Date: _____

COMMENTS: _____

GENERAL ISSUES (Total possible 6 points)

1. Is the Before/After School Care provider accredited and/or licensed or going through an accreditation and/or licensing process? Yes____ No____
2. Does the Before/After School Care provider carry adequate insurance? Yes____ No____
3. Is the care provider willing to lease FCS space and pay for the cost of operation? Yes____ No____

STAFF (Total possible 16 points)

4. Do caregivers use respectful language and an understanding voice? Yes____ No____
5. Do caregivers exhibit a sense of commitment, sense of humor, and organizational skills? Yes____ No____
6. Are caregivers skilled and well trained? Yes____ No____
7. Will the chosen caregiver assure at least two staff are on site no matter the number of children enrolled? Yes____ No____
8. Does the staff represent the racial and sexual composition of the children enrolled and the community served? Yes____ No____
9. Is there a written assessment/training plan for all staff? Yes____ No____
10. Does staff meet regularly to plan and evaluate the program? Yes____ No____
11. Is staff appropriately screened to work with children? Yes____ No____

SPACE (Total possible 8 points)

12. Is the program space adequate? Yes____ No____
13. Is there a tutoring or quiet area available with appropriate materials? Yes____ No____
14. Is there an active large group space with appropriate equipment? Yes____ No____
15. Is there one caregiver for each 15-20 children? Yes____ No____

To be used with RFP No. 149-15 Before/After School Care for Annual Reviews

CONTRACTING DEPARTMENT

This is a minimum standard evaluation form and the LSAC committee may add criteria to this form in the form of up to ten (10) additional questions.

Before/After School Care Provider's Name _____

Evaluator's Name _____ Date: _____

COMMENTS: _____

GENERAL ISSUES (Total possible 6 points)

16. Is the Before/After School Care provider accredited and/or licensed or going through an accreditation and/or licensing process? Yes____ No____
17. Does the Before/After School Care provider carry adequate insurance? Yes____ No____
18. Is the care provider willing to lease FCS space and pay for the cost of operation? Yes____ No____

STAFF (Total possible 16 points)

19. Do caregivers use respectful language and an understanding voice? Yes____ No____
20. Do caregivers exhibit a sense of commitment, sense of humor, and organizational skills? Yes____ No____
21. Are caregivers skilled and well trained? Yes____ No____
22. Will the chosen caregiver assure at least two staff are on site no matter the number of children enrolled? Yes____ No____
23. Does the staff represent the racial and sexual composition of the children enrolled and the community served? Yes____ No____
24. Is there a written assessment/training plan for all staff? Yes____ No____
25. Does staff meet regularly to plan and evaluate the program? Yes____ No____
26. Is staff appropriately screened to work with children? Yes____ No____

SPACE (Total possible 8 points)

27. Is the program space adequate? Yes____ No____
28. Is there a tutoring or quiet area available with appropriate materials? Yes____ No____
29. Is there an active large group space with appropriate equipment? Yes____ No____
30. Is there one caregiver for each 15-20 children? Yes____ No____
31. Are family events scheduled during the year? Yes____ No____
32. Are there established written procedures for major discipline problems that are shared with parents and practiced by staff? Yes____ No____

ADMINISTRATION (Total possible 18 points)

33. Is there an information packet with written enrollment? Yes____ No____
34. Is there an admissions policy? Yes____ No____
35. Is there a policy on the fee structure? Yes____ No____

CONTRACTING DEPARTMENT

BEFORE/AFTER SCHOOL CARE EVALUATION FORM (continued)

- 36. Is there a payment agreement? Yes ___ No ___
- 37. Is there a policy on the provider’s philosophy and goals? Yes ___ No ___
- 38. Is there a policy on hours, staff/child ratio and attendance? Yes ___ No ___
- 39. Is there a policy on illness? Yes ___ No ___
- 40. Are there health and emergency information forms? Yes ___ No ___
- 41. Is there a pick-up/sign-out policy? Yes ___ No ___

Grand total

RATING: _____

COMMENTS: _____

Additional questions specific to your school: Ten (10) additional questions may be added only to this evaluation form. Each of the ten questions shall be worth only one (1) point. (Total points allowed for this section is 10.)

APPENDIX VII

GUIDELINES AND PROCEDURES FOR REPORTING CHILD ABUSE

CONTRACTING DEPARTMENT

Child care providers are mandated reporters and must comply with the following guidelines:



CONTRACTING DEPARTMENT

APPENDIX VIII

**FACILITIES AGREEMENT
FEE SCHEDULE**

CONTRACTING DEPARTMENT

FACILITIES AGREEMENT

Fee Schedule

(Effective SY 2019-2020)

Leased Area	All Other Organizations	Non-Profit Youth Organizations
	A 2-hour usage minimum is required for all rentals.	
Gymnasium, Elementary School	\$29.00	\$16.00
Gymnasium, Middle School	\$40.00	\$22.00
Gymnasium, High School Auxiliary	\$29.00	\$16.00
Gymnasium, High School Main	\$53.00	\$29.00
PE Multi-Purpose Room	\$26.00	\$13.00
Cafeteria, Elem. School <i>* Room use Does NOT Include "Serving Line" or "Temperature Holding Equipment."</i>	\$40.00	\$16.00
Cafeteria, Middle School <i>* Room use Does NOT Include "Serving Line" or "Temperature Holding Equipment."</i>	\$40.00	\$22.00
Cafeteria, High School <i>* Room use Does NOT Include "Serving Line" or "Temperature Holding Equipment."</i>	\$40.00	\$22.00
Kitchen (Kitchen Staff Required)	\$37.00	\$19.00
Serving Line	\$37.00	\$19.00
Temperature Holding Equipment	\$37.00	\$19.00
Theater/Auditorium	\$53.00	\$29.00
Media Center, Elementary School	\$26.00	\$13.00
Media Center, MS or HS	\$37.00	\$19.00
Classroom	\$16.00	\$9.00
Concession Stands	\$13.00	\$6.00
Non-Stadium Field	\$22.00	\$13.00
Stadium Field	\$29.00	\$16.00
Track, Asphalt MS, ES	\$13.00	\$6.00
Track, High School	\$26.00	\$13.00
Play Pad (ES)	\$19.00	\$10.00
Baseball Diamond	\$19.00	\$10.00
Tennis Court (per Court)	\$7.00	\$4.00
Parking Lot	\$13.00	\$6.00
Teaching Museum	\$50.00	\$26.00
Additional Fees		

CONTRACTING DEPARTMENT

Field Lights	\$13.00	\$13.00
Stadium Lights	\$42.00	\$21.00
Press Box (HS)	\$19.00	\$10.00
Restroom Supplies Fee	At the Discretion of the Principal	
Personnel Fees		
Staff - Custodian	\$35.00	
Staff - Coach	\$28.00	
Staff - Food Service	\$40.00	
Staff - Teacher	\$28.00	
Staff - Technician	\$28.00	
Staff - Resource Officer	\$40.00	

Rent a Fulton County School Facility

- The Facility Rentals Department manages the facility leasing for more than 1,700 organizations using our schools for cultural, recreational, civic, educational and faith-based activities.

Please follow the link below for more information about renting our school facilities.

<https://www.fultonschools.org/facilityrentals>