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DATE: March 9, 2020

TO: All Offerors

FROM: Angela R. Young *A. Cannon (for)*
Executive Director of Contracting

RE: **Request for Qualifications No. 141-20, School Climate and Behavior Supports and Interventions**

Fulton County Schools (FCS) invites you to submit qualifications furnishing any and all goods and/or services required for School Climate and Behavior Supports and Interventions.

A Pre-Qualification Conference will be held on **Friday, March 13, 2020 at 1:00pm** at The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339.

Sealed Qualifications will be received subject to the attached terms specified in “Instructions & Conditions”, at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Qualifications will be received up to **2:30 p.m.**, local time (as per the Contracting Department time clock) on **Thursday, April 16, 2020**. Statements of Qualifications must be time stamped by FCS in the manner described herein in order to be timely.

Questions regarding the submittal process should be directed in writing to the Executive Director of Contracting via facsimile at (470) 254-1248 or via email at wecare@fultonschools.org. **Only questions received by 4:00 p.m. on Thursday, March 26, 2020 will be considered.**

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

QUALIFICATIONS SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE SUBMITTAL PER ENVELOPE, PLAINLY MARKED “REQUEST FOR QUALIFICATION NO. 141-20” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. IF NOT SUBMITTING A SUBMITTAL THEN “NO SUBMITTAL” MUST BE INDICATED AS SUCH ALONG WITH THE RFQ NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE FIRM’S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcspurchasingdept.org

SOLICITATION NO. 141-20

REQUEST FOR QUALIFICATIONS

FOR

SCHOOL CLIMATE AND BEHAVIOR SUPPORTS AND INTERVENTIONS

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

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FOR

REQUEST FOR QUALIFICATION NO. 141-20

SCHOOL CLIMATE AND BEHAVIOR SUPPORTS AND INTERVENTIONS

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SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

1. INTRODUCTION

- a. To be entitled for consideration, sealed Submittals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Offeror(s) shall submit **seven (7)** sealed Submittals (**one (1)** original, **six (6)** copies) and **one (1)** flash drive to the office of the FCS Contracting Department, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Delivery of Submittals shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. Postal Service) only.
- c. Submittals 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 insure that their submittal is submitted in a timely manner.
- d. FCS reserves the right to accept or reject any or all submittals 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 submittal in response to this RFQu.

2. REQUEST FOR QUALIFICATION PROCESS

This solicitation is a Request for Qualifications (RFQu). The Offeror provided submittal will be given an evaluation by a committee. If a firms' submittal does not meet Fulton County Schools' standards of acceptance, the firm will not be recommended for further consideration in the categories indicated in their submittal. Offerors may be requested to provide additional information or clarifications during the evaluation process.

Results of the evaluations will be reported to the Contracting Department. A list of recommended firms, and the category for which they are deemed to be qualified, will be presented to the Fulton County Board of Education for approval. If approved by the Board and other matters (insurance, bonds, etc.) are agreed upon, the firm will become eligible for project assignments.

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 SUBMITTALS

- a. All submittals 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 submittal shall initial corrections in ink.

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- 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 submittals 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 submittal, 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 submittal should not be submitted. Contractors may provide alternative schedules and/or delivery dates in their submittals. Time shall be stated in "calendar" days. Failure to 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 submittals.
- 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.

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5. FAILURE TO RESPOND TO THE SOLICITATION

If a submittal is not submitted, the solicitation is to be returned marked “no submittal”. Failure to provide a submittal or “no submittal” 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 submittals. However, in the event taxes are required by state or federal law for the services or products outlined in this submittal, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by FCS.

7. CHARGES AND EXTRAS

Submittals 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 submittal.

8. ADDENDA

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

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

If any person or firm contemplates submitting a submittal 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 submittal 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 Offerors as to meaning of submittal 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

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obligation to execute such work in accordance with a later interpretation by FCS. All interpretations made to the Offerors shall be made to the form of addenda to the submittal documents and sent to all Offerors. Offerors 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 submittal for contract performance.

9. WITHDRAWAL OF SUBMITTALS

A submittal cannot be withdrawn after it is delivered to FCS, unless Offeror makes a request in writing to FCS prior to the time set for receiving submittals, or unless FCS fails to accept or reject the submittal within one hundred twenty (120) days after the date fixed for receiving said submittals. After the submittal 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 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 RFQu 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 Submittal.*** No additional terms, conditions or documents will be considered after the submittal 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 RFQu terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFQu terms and

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conditions may result in significant unacceptable delays in FCS' ability to award a contract and may also result in an Offeror's submittal 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 submittal 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 submittal 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 submittal 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 submittal 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 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. Offeror must and shall comply with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management,

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and disclosure of FCS data, including student data, personnel information and other confidential information.

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 submittal opening date. Other protests shall be filed not later than three (3) working days after submittal 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.

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.

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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 submittal (as amended by a best and final offer if called for), the contract negotiated between the parties and the contract award letter or establishing purchase order, all of which together supersede any and all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of this contract 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 submittal is determined to be the most advantageous, is of best value to FCS and with whom an acceptable contract can be negotiated and agreed upon. Statements of Qualifications and Submittals will be evaluated on a combination of factors (see the subsequent portions of this solicitation for weighted evaluation factors). It is within FCS' sole discretion to determine whether the Offeror is responsible or responsive under the terms and conditions of this solicitation. Further, it is within FCS' sole and absolute discretion to determine Offeror's responsibility or responsiveness after a contract is entered into. Finally, it is within FCS' sole and absolute discretion to terminate this agreement, to not renew a Offeror or to not make an award to Offeror 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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The Offeror shall maintain at its sole cost and expense such insurance as will fully protect it and FCS and FCS's Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, damage or liability which may arise from services and work and for the Offeror's professional liability (errors and omissions) under this submittal and contract, whether such services and work are performed by the Offeror, by any subcontractor or any tier directly employed or retained by either.

A. The following general requirements apply to any and all work under this contract by all Offerors 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, and for three (3) years thereafter. Any and all insurance must be on an occurrence basis. Professional Liability may be on a claims-made basis.

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

- 2) FCS shall be covered as an Additional Insured under any and all insurance required by the contract documents excluding Workers' Compensation & Employer's Liability Insurance, and Professional Liability. The Workers' Compensation & Employer's Liability Insurance policy shall contain a waiver of subrogation in favor of FCS. Confirmation of this requirement shall appear on all Certificates of Insurance and endorsements and on any and all applicable policies. In addition to the Certificate of Insurance, the Offeror shall provide the Additional Insured Endorsement. The Offeror acknowledges that Additional Insured status and waiver of subrogation for FCS is a material term of the solicitation and the Offeror agrees to provide any endorsements to any insurance policies reflecting FCS status as an Additional Insured within thirty (30) days of the request. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Offeror being determined to be not responsive. Certificates of Insurance indicating that such coverage is in force shall be filed under this Contract by the Offeror to FCS Contracting Department. Further, if the Offeror fails to procure any of the requested insurance required under this solicitation or make the Fulton County School District an Additional Insured under the applicable policies, then the Offeror will be determined to be not responsive.
- 3) FCS shall be given not less than forty-five (45) days' prior written notice of the cancellation or material change of any insurance required by the Contract documents.
- 4) Each and every insurance agent shall warrant, when executing the certificate of insurance, that he/she is 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

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and that the companies providing insurance coverage to the Offeror are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

- 5) Any and all companies providing insurance required by the contract documents shall meet or exceed the minimum financial security requirements as set forth below.

For all contracts, regardless of risk, companies providing insurance required by the contract documents shall have a current:

- a. Best's Rating of not less than A
- b. Best's Financial Size Category of not less than Class X

- 6) In the event the Offeror neglects, refuses, or fails to provide the insurance required by the contract documents, or if such insurance is cancelled for any reason, FCS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or FCS shall have the right to terminate or non-renew the contract.

B. Workers' Compensation and Employer's Liability Insurance

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

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

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

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C. Commercial General Liability Insurance

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

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

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 \$3,000,000 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 Offerors 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.

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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 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 Offeror 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, RFQu, or Contract number and Project name.

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K. Claims-Made Policies

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

1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Offeror 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.

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SECTION II – CONTRACT AWARD

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

2. COST OF INSPECTION OR TESTING

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

3. PAYMENT

The Offeror 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 Offeror under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Offeror with his/her submittal, FCS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, an Offeror will be given the opportunity to respond to a “cure notice” and/or a “show cause notice”. In either case the Offeror 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 Offeror 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 Offeror or that may thereafter become due to the Offeror, 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.

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SECTION III – POST AWARD

- c. Failure by an Offeror to perform on delivery of goods or services as specified may also result in the removal of the Offeror from doing business with FCS for a period of up to one (1) year and FCS reserves the right to determine that the Offeror 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 Offeror with thirty (30) days written notice.

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

The Offeror 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 Offeror shall maintain the licenses, permits and bonds required in a current status after award and throughout the course of the contract.

The Offeror 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 Offeror 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 Offeror 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 Offeror at the same or higher annual cost to FCS.

8. OFFEROR’S APPLICATION FORM

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

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SECTION III – POST AWARD

9. PROGRESS REPORTS

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

10. INDEPENDENT CONTRACTOR STATUS

Offeror agrees that as an Independent Contractor, FCS is not responsible for the payment of any salaries, taxes, benefits or other costs associated with the employment of Offeror's employees under this Agreement. FCS is not responsible or liable for the hiring, termination, or discipline of Offeror's employees.

If there are allegations of misconduct involving one or more of Offeror's employees connected to any work under this Agreement, FCS reserves the right to require the Offeror to remove promptly any of Offeror's employees from FCS' premises pending the resolution of the employee misconduct. Offeror 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 Offeror, which will be determined by FCS' sole discretion.

11. FORCE MAJEURE

Neither FCS nor Offeror 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.

SUBMITTAL CONDITIONS

SECTION IV – OTHER

1. NON-DISCRIMINATION

The Offeror, by the submission of a submittal or the acceptance of an order or contract, does agree in providing the goods and services covered under the submittal 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 solicitations.

4. DRUG-FREE WORKPLACE

By submission of a submittal, 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 Offeror's employees during the performance of the contract. The Offeror also certifies that he/she 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 submittal the Offeror certifies: "that this submittal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a submittal 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 submittal shall be abided and that the person signing this submittal is authorized to sign the submittal for the Offeror.

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SECTION IV – OTHER

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all submittals 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 will result in your submittal 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 convenience.
- (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) **WARRANTY.** FCS is not waiving, amending or abridging any stated or implied contractual or warranty rights provided to FCS under state or federal law. In addition, Offeror warrants and agrees as follows:
- (i) Any goods, applications or software purchased or provided under this contract will be defect free in design, materials and workmanship, be of the quality, size and dimensions ordered, be of first quality material and workmanship, merchantable, fit for the purposes specified by FCS in this solicitation and shall conform to all the requirements of the solicitation. The packaging, packing, marking, and shipping of such goods will conform with the requirements of this RFQu and as set forth in Offeror's response. This

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express warranty shall not be waived by reason of acceptance of the goods or payment thereof by FCS.

- (ii) Any services purchased under this contract will be performed by the Offeror according to its best efforts for the term of the agreement. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by FCS.
- (iii) Offeror is fully aware of FCS' business requirements and intended uses of the applications, software, processes, services and products and warrants that such shall be fit for such intended uses.
- (iv) Offeror represents and warrants that all the concepts, materials, applications, products and services produced, or provided to the FCS shall be wholly original with the Offeror or that the Offeror has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Offeror represents and warrants that the concepts, materials, applications, products and services and the FCS's use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by FCS.

(d) 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.

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 as well as the requirements under the Protection of Pupil Rights Amendment (PPRA). To the extent Offeror or a subcontractor comes into contact with any student data or information, Offeror or subcontractor will not disclose such information without eligible student/parent/guardian and FCS written permission. 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

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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 submittal. 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 shall be returned to FCS by the Offeror within five (5) business days of the completion of the services under this submittal 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.

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

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

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1. CONTRACT TYPE

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

2. CONTRACT PERIOD

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

3. OPTIONS

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

4. CATEGORY OF AWARD

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

5. REQUIREMENTS CONTRACT CLAUSE

This is a Requirements Contract for School Climate and Behavior Supports and Interventions. Approval and placement on the list does not guarantee that an Offeror will be selected by FCS to provide services.

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 submittal may be determined to be non-responsive by the FCS Contracting Department Executive 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, Maribel Bell, Director, Student Discipline 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

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ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Telephone or fax submissions will not be accepted.

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

10. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

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

11. 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 the Offeror's response.

12. APPROVAL LIST

Multiple companies will be approved and placed on the School Climate and Behavior Supports and Interventions Approved Vendors' List. Approval and placement on the list does not guarantee that an Offeror will be selected by FCS to provide required services, the Offeror will then enter into an agreement with FCS for the specific program and/or service required?

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13. PIGGYBACK CLAUSE

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

14. CONFLICT OF INTEREST

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

The successful offeror agrees to comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq., section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. Contractor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities; and Contractor will immediately notify the Entities of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

18. **ENERGY POLICY AND CONSERVATION**

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

19. **LABOR SURPLUS AREA FIRMS**

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

20. **GIFTS AND GRATUITIES**

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

21. **SEVERABILITY**

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

22. **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

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perform services for FCS, as determined by the FCS Department of Safety & Security. This shall be done prior to the employee starting work.

23. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

In performing the services called for in this contract, the Contractor shall comply with the following:

Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 and implementing regulations).

- Family Educational Rights and Privacy Act (20 U.S.C. § 1232g and implementing regulations) in a manner to assure compliance with the confidentiality requirements thereof.
- Federal laws (including Title VI, VII and IX) prohibiting discrimination based upon race, sex, religion, national origin, marital status and disability.
- Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq. and implementing regulations).

REQUEST FOR QUALIFICATION INTRODUCTION

1. PURPOSE

FCS is soliciting submittals from Offerors to provide school climate, and behavior supports and interventions through professional development, programming, services and/or consulting all in support of our strategic goals. By 2022, 92% of Fulton students will graduate on time; 85% of FCS seniors will be eligible for admission to a University System of Georgia college/university or complete a CTAE; and 100% of FCS's graduates will be certified work ready. Payment for services is anticipated to be on a per project basis, based on a stipulated Scope of Work.

The scope of services of this solicitation is subdivided into five (5) functional categories.

Through this RFQu, FCS is looking to qualify firms and/or individual consultants with experience working with school districts to provide school climate, and behavior supports and interventions programs/services. In the qualifications submittal, firms/individuals are to select their categories of expertise and clearly document their experience and credentials in these categories. Firms may select one (1) or multiple categories but must show proficiency in a specific category in order to be considered for a recommendation in that category. Through the RFQu process, multiple firms and/or individuals will be selected and invited to support school climate and behavior supports and interventions activities as they arise through the course of the year.

2. BACKGROUND

As the fourth largest school system in Georgia, FCS has more than 13,000 full-time employees, including more than 6,800 teachers and other certified personnel, who work in 100 schools and 14 administrative and support buildings. During the 2017-18 school year, approximately 93,000 students attended classes in 59 elementary schools, 19 middle schools, 19 high schools (including two open campus high schools) and 10 charter organizations.

Fulton County Schools is one of the most unique school systems in the nation. Though not Georgia's largest school system in terms of student enrollment, it is, however, one of the largest systems in geographic area. From its' southern end in the City of Chattahoochee Hills to its northernmost tip in Johns Creek, the county is more than 70 miles long. The result is that Fulton County Schools is physically bisected by the City of Atlanta and its school system, Atlanta Public Schools. While this wedge often leads to references of North Fulton and South Fulton, there is only one Fulton County School System.

FCS is a tremendously diverse district both in terms of demographic and socio-economic enrollment, a unique combination of urban, rural, and suburban district characteristics all in one. Our district encompasses 13 municipalities in the metro Atlanta, Georgia area; however, the City of Atlanta has its own school district. Fulton is a majority-minority district (43% Black, 29% White, 15% Hispanic, 12% Asian, and 1% Multi-Racial).

More than 43% of FCS' students receive free and/or reduced-priced meals and 56% percent of all our schools are classified as Title I. To underscore the significant variances in individual student and local school needs across a district that spans 70 miles, FCS has where 96% of students are economically disadvantaged; conversely, FCS has schools where less than 5% are economically disadvantaged.

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10% of FCS's students are classified in special education, and 7% percent are classified as having limited English proficiency.

Students attending schools in the Southern part of the county tend to struggle with different issues than their counterparts in the North. Students in the South risk exposure to poverty, housing instability, violence, gang activity, lower health outcomes, lower adult educational attainment, unemployment, etc. Students attending schools in the North might risk exposure to issues such as bullying, depression, suicide, and drugs. Clearly, the data validate the need to improve school climate and provide additional behavior supports and interventions to our students.

3. REQUEST FOR QUALIFICATION PROCESS

A committee will review the Statement of Qualifications and evaluate the qualifications of the Offeror(s). Offeror(s) should make their best effort to describe their qualifications, certifications, capabilities, expertise, and experience. The results of the evaluation will qualify firms to be included on the list of pre-approved vendors, which could be called upon to provide consulting, sales, support and/or installation services to FCS. Awardees will become part of a "pool" of vendors to be called upon for various AV services at the discretion of FCS.

4. SCOPE OF WORK

Fulton County Schools is seeking qualified Offerors to be included on a pre-approved list to provide school climate and student behavior supports and interventions in our district. Multiple Offerors will be included on the pre-approved list for each of five (5) categories listed below.

Recommendation for award of a category or categories does not constitute a promise of work. The Offerors will be used on an as-needed basis to assist in staff augmentation, project management, consulting, and/or training in support of various projects or initiatives.

Offerors may also be called upon to provide full project teams, or individuals to support operational processes or designated projects. Engagements may be for both short- and long-term assignments. No exact quantity or minimum engagement length is guaranteed.

FCS is seeking firms and/or individuals to successfully support our initiatives related to school climate and student behavior supports and interventions. Specifically, we seek applications from Offerors who can demonstrate expertise and experience in one (1) or more of the categories listed below. For each category, Offerors must provide impact data to demonstrate capabilities:

1. Category 1: Professional Development

Build the capacity of staff to provide research-based positive student behavior supports that are school-wide, classroom-based, and/or individually focused in the following areas:

- School climate and culture
- Classroom management
- Restorative practices
- Building healthy relationships

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- Decision-making
- Parent/family engagement
- Gang prevention and intervention

2. Category 2: Student Character Development and Social and Emotional Skill Building

Provide research-based programming, materials, supplies and/or interventions to include, but not limited to, the following:

- Citizenship
- Responsible decision-making
- Conflict resolution
- Anger management
- Resilience
- Self-awareness
- Self-management
- Social and emotional awareness
- Relationship skills
- Mentoring
- Youth leadership
- After-school programming

3. Category 3: Case Management

Surround students with a community of support empowering students to stay in school.

Connect students and families to culturally appropriate, systemic and sustained academic and career enrichment services, mentoring, parent engagement, literacy, youth leadership, and after-school programs. Develop an individual service plan to provide a range of services (e.g. mental health, housing, academic support, daily living skills, socialization, employment, crisis intervention, substance abuse treatment, etc.).

Drop-out prevention case management to encourage targeted students to stay in school, graduate, and prepare for life by: 1) identifying and coordinating appropriate community resources; 2) expanding parent/caretaker support and involvement and facilitating community partnerships; and 3) providing individualized assistance to students and families.

4. Category 4: Mental/Behavioral Health Services

To include, but not limited to, the following high-quality and culturally competent services for students and families:

- Individual counseling/therapy
- Group counseling/therapy
- Therapeutic services
- Prevention

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- Early intervention
- Intensive treatment
- Family support

5. Category 5: Consulting/Coaching

Provide consulting services to help Fulton County Schools design and implement research-based positive student behavior support programming.

Provide coaching support to help administrators develop and sustain a positive school climate within their schools and build an environment conducive to student and adult learning. The areas of focus for coaching support include those listed in Category 1.

5. EVALUATION AND SELECTION PROCESS

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

6. AGREEMENTS AND ASSIGNMENTS

The services being sought under this RFQu are professional in nature. Assignment of projects and agreement of execution will take place as projects come online.

REQUEST FOR QUALIFICATION

THE SUBMITTAL

A. Offeror's Responsibility

It shall be the responsibility of the selected Offeror to meet all requirements and guidelines set forth herein. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each submittal will be evaluated in its entirety. Submittals shall be evaluated on a combination of factors. In descending order of importance, the evaluation factors are Technical Capability, and Business Stability.

B. Oral Interview

FCS may require qualified Offeror(s) 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 Submittal

Submittals shall be submitted in two sections: (1) Technical Capability; and (2) Business Stability. Seven (7) sealed Submittals (one (1) original and six (6) copies shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the offeror may choose to propose; however, the concept shall be placed within the framework of the two sections.

D. Basis for Selection

Submittals shall be evaluated on a combination of factors. The evaluation factors are: (1) Technical Capability, (2) Business Stability, and (3) Exceptions and Modifications.

E. Preparing the Submittal

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

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

1. Cover Sheet

Title:

Fulton County Board of Education;
Request for Qualification Number 141-20;
Submitted by: Name of company.

CONTRACTING DEPARTMENT

REQUEST FOR QUALIFICATION

2. General Information Page

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

3. Detail Information Sheet(s)

- a. Name of firm;
- b. Office address;
- c. Mailing address;
- d. Telephone number;
- e. Fax number;
- f. E-mail address and/ or web site;
- g. Number of staff employed full time and contracted;
- h. Names of relevant professional associations or memberships (i.e., American Evaluation Association (AEA) professionals);
- i. List any projects performed for FCS and/or other similar school systems in size or on other similar projects. Provide the following information for each project listed:
 1. Type of Project
 2. Staff who participated and in what capacity

F. Executive Summary

An executive summary of not more than two (2) pages stating the firm's interest and proposed commitment to effective program, evaluation shall precede the specific required sections.

G. THE SUBMITTAL

SECTION I – TECHNICAL CAPABILITIES

A. METHODOLOGY

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to accomplish the requirements of this RFQu. This should include all proposed services, data collection, reporting, and evaluation. Also, this section shall include any information that will assist in the understanding of what the Offeror proposes to do and provide, but not limited to, background and history of similar services provided; why your programs and services will be accomplished. Provide an outline of organization that will be employed. The organization outline should clearly describe the numbers and professional category of personnel to be employed, the chain of command of the organization (including the names of key personnel and resumes), and any other details that will aid in understanding how the job is proposed to be accomplished.

It shall be the responsibility of the selected Offeror to meet specifications and guidelines set forth herein. Offerors considered shall provide a serious and reasonable proposal to the solicitation.

CONTRACTING DEPARTMENT

REQUEST FOR QUALIFICATION

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to accomplish the requirements of this RFQu. This should include all planning, project coordination, field procedure, costing and valuation techniques. Provide an outline of the organization that will be employed. The organization outline should clearly describe the numbers and professional category of personnel to be employed, the chain of command of the organization (including the names of key personnel), and any other details that will aid in understanding how an assigned project, whether large or small, is proposed to be accomplished. The capability of the Offeror to deliver the services in an efficient and timely manner shall be clearly described in this section.

B. CAPABILITIES

For each category (under the Scope of Service) that the Offeror is attempting to qualify for, the Offeror shall:

Capability 1. Provide details of current and past experience in providing services that would be advantageous to FCS;

Capability 2. Provide resumes outlining the qualification of each key staff member who will be assigned to FCS' projects. The resumes shall include the individual's educational background, professional category (including certifications, licenses, etc.) and relevant work experiences, including similar major project participation;

Capability 3. Show ability to ensure cost effectiveness as evidenced by the results of successful projects with comparable school districts or similar multiple facility programs and operations;

Capability 4. Describe any auxiliary or related services normally provided by the Offeror using in-house resources which may augment the proposed services and prove advantageous to Fulton County Schools. The Offeror must provide sufficient detail and evidence to show proficiency and experience in the provision of these services, as well as a detailed indication of how these services are to be provided or performed;

Capability 5. Describe other resources or services the Offeror can make available to FCS. Services must be currently provided by the Offeror to other clients and resources must belong to the Offeror. Other resources may include databases, evaluation tools, etc.;

Capability 6. Describe in detail why FCS should enter into an Agreement with your firm. Explain the strengths of your company that would make FCS select your firm over others.

CONTRACTING DEPARTMENT

REQUEST FOR QUALIFICATION

SECTION II – BUSINESS STABILITY

A. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who shall be the company's primary contact with FCS for negotiations 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.

B. Financial Status

Describe the financial status of the firm; include the financial statements (income statements and balance sheets) for the past two accounting years.

C. References

Identify school projects designed and completed for Georgia public or private schools within the last five (5) years. Provide the following information for each project listed:

- a. Name of school system/other program
- b. Name/title of contact person
- c. Mailing address
- d. Telephone number
- e. Type of Project (consulting, project management, etc.)
- f. Specific employees of firm who participated in the project and what capacity

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.

E. Contractor

Indicate if your firm will make use of contract staff to complete work assignments for FCS.

F. Previous Default

Indicate if you have ever been defaulted on an Agreement or been denied participation due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please explain.

CONTRACTING DEPARTMENT

REQUEST FOR QUALIFICATION

H. EVALUATION FACTORS

NO.	FACTOR	POINTS
SECTION I	TECHNICAL CAPABILITIES	700
<i>Section I-A</i>	<i>Methodology</i>	<i>200</i>
<i>Section I-B</i>	<i>Capabilities</i>	<i>500</i>
SECTION II	BUSINESS STABILITY	200
APPENDICES II & III	EXCEPTIONS AND MODIFICATIONS	100
TOTAL		1000

I. REQUEST FOR INFORMATION

All questions and/or correspondences during the entire submittal process shall be directed in writing to the FCS' Contracting Department.

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

REQUEST FOR SEALED SUBMITTAL

DATE: _____

SUBMITTAL NO.: 141-20

NAME OF COMPANY: _____

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

Gentleman/Madam:

Having carefully examined the Submittal Conditions and Specifications entitled “RFQu No. 141-20, “School Climate and Behavior Supports and Interventions” 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

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 submittals as principals are as follows:

The legal name of the Offeror is:

CONTRACTING DEPARTMENT

OFFEROR'S CHECKLIST

PROJECT: _____

SUBMITTAL NO: _____

- We have acknowledged receipt of addenda issued.
- Seven (7) submittals (one (1) original, six (6) copies) and one (1) flash drive of all information requested have been provided.
- The submittal 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 submittal that would have the submittal 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 SUBMITTAL

RETURN WITH SUBMITTAL

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/submittal. Failure to provide this document with your bid/submittal will result in the disqualification of the bid/submittal.

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

CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

CONTRACTING DEPARTMENT

SUBCONTRACTOR AFFIDAVIT 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:_____

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) 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

APPENDIX III

OFFEROR'S MODIFICATIONS FORM

CONTRACTING DEPARTMENT

OFFEROR'S MODIFICATIONS

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 RFQu 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 submittal 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 submittal 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 RFQu 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 SUBMITTAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.

CONTRACTING DEPARTMENT