



BOARD OF EDUCATION

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DATE: December 16, 2022

TO: All Offerors

FROM: Angela R. Young 
Executive Director of Contracting

RE: **Request for Qualification No. 143-23, After School Enrichment Programs**

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

Sealed Qualifications will be received subject to the attached terms specified in “Qualification & Conditions,” at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339, Monday through Friday, 8:00 a.m. to 4:00 p.m.

Questions regarding the qualification process should be directed in writing to the Executive Director of Contracting via facsimile (470) 254-1248 or via email at wecare@fultonschools.org.

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. 143-23” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. IF NOT SUBMITTING A SUBMITTAL, THEN “NO SUBMITTAL” MUST BE INDICATED AS SUCH ALONG WITH THE RFQ NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE FIRM’S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcspurchasingdept.org

SOLICITATION NO. 143-23

REQUEST FOR QUALIFICATION

FOR

AFTER SCHOOL ENRICHMENT PROGRAMS

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

CONTRACTING DEPARTMENT

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FOR

REQUEST FOR QUALIFICATION NO. 143-23

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SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

1. INTRODUCTION

- a. To be entitled to 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 **four (4)** sealed Submittals (**one (1)** original, **three (3)** 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 its submittals are 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 RFQ.

2. REQUEST FOR QUALIFICATION PROCESS:

This solicitation is a Request for Qualification (RFQ). The Offeror provided submittal will be given an evaluation by a committee. If a firm's 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 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 goods and 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 Contractor 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

Offeror(s) 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 Offeror(s) 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 Offeror(s) shall be made to the form of addenda to the submittal documents and sent to all Offeror(s). Offeror(s) are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc. of the site will influence the 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 and 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 RFQ 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 RFQ terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFQ 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 modifications 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,

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

This section is not subject to exception or modification under 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 giving 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 AND OPERATING GUIDELINES

The FCS Purchasing Policy and Operating Guidelines DJE and Regulations are incorporated into this 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 DJE and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

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

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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 Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within FCS' sole and absolute discretion to determine Contractor'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 Contractor or to not make an award to a Contractor who is determined to be not responsible or not responsive. None of the foregoing limits any other discretion that FCS has in relation to its solicitation process.

3. CONFLICTS IN TERMS AND CONDITIONS

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

4. INSURANCE

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

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

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

1) Any and all insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, until all work has been completed to the satisfaction of FCS, and for three (3) years thereafter. Any and all insurance must be on an occurrence basis. Professional Liability may be on a claims-made basis.

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 they are acting as an authorized representative on behalf of the companies providing coverage pursuant to the Contract as required by the contract documents and that he/she is licensed by the State of Georgia to conduct business in

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

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

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

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

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

B. Workers' Compensation and Employer's Liability Insurance

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

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

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

C. Commercial General Liability Insurance

The Offeror shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 policy aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, property damage and advertising injury, and any other type of liability for which this Contract

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applies. These are the minimum insurance coverage and limits that the Offeror shall maintain. If the Offeror maintains broader coverage or higher limits than the minimums shown above, FCS requires and shall be entitled to all coverage and for higher limits maintained by the Offeror. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FCS.

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

D. Automobile Liability Insurance

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

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

E. Umbrella Liability Insurance

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

F. Professional Liability (Errors and Omissions) (If applicable)

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 Contractors providing professional services on behalf of the Offeror. Liability under a contract of professional services must be covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. Offeror shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

G. Property Insurance

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

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H. Primary and Non-Contributory Coverage

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

I. Health Insurance

The Offeror agrees that any obligation to provide health insurance to the individuals utilized by the Contractor, and compliance with all obligations under the Affordable Care Act, 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 thirty (30) days' prior written notice to FCS.
2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making FCS and FCS's boards, officials, directors, officers, employees, agents, and volunteers Additional Insureds under such policies.
3. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of FCS, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees, and volunteers.
4. Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Offeror to FCS, Attn: Contracting Dept., 6201 Powers Ferry Road, Atlanta, GA 30339. Certificate must include RFP, RFQ, or Contract number and Project name.

K. Claims-Made Policies

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

1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.

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

L. Certificates of Insurance and Verification of Insurance Coverage

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

M. Subcontractors

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

N. Non-Limitation on the Offeror's Liability

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

O. Special Risk or Circumstances

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

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SECTION III – POST AWARD

1. ASSIGNMENT

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

2. COST OF INSPECTION OR TESTING

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

3. PAYMENT

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

4. TERMINATION FOR DEFAULT:

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

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

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

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

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

5. TERMINATION FOR CONVENIENCE

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

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

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

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

7. NON-APPROPRIATION

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

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

8. OFFEROR’S APPLICATION FORM

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

CONTRACTING DEPARTMENT

SUBMITTAL CONDITIONS

SECTION III – POST AWARD

9. PROGRESS REPORTS

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

10. INDEPENDENT CONTRACTOR STATUS

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

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

11. FORCE MAJEURE

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

SUBMITTAL CONDITIONS

SECTION IV – OTHER

1. NON-DISCRIMINATION

The Contractor, 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 requirements.

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 Contractor's employees during the performance of the contract. The Offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such Offeror.

5. CERTIFICATION OF NON-COLLUSION

By submitting a 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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SUBMITTAL CONDITIONS

SECTION IV – OTHER

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all 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 conveniens.

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

(c) 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 RFQ and as set forth in Offeror's

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SUBMITTAL CONDITIONS

SECTION IV – OTHER

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

CONTRACTING DEPARTMENT

SUBMITTAL CONDITIONS

SECTION IV – OTHER

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 Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror's or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to 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 any FCS Indemnitees, then Offeror's Obligations shall be reduced by the proportional fault of the FCS Indemnitees.

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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. SUBMISSION GUIDELINES

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

6. APPROVAL LIST

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

7. REQUIREMENTS CONTRACT CLAUSE

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

8. RECEIPT OF ADDENDUM

Addenda issued to solicitations will be available at the FCS Contracting Department or on the department web site located at www.fcspurchasingdept.org. FCS' Contracting Department shall not bear responsibility for receipt of addenda by mail. If Contractors do not acknowledge receipt of all addenda the bid or submittal may be determined to be non-responsive by the FCS Contracting Department Executive Director.

9. DELIVERY REQUIREMENTS

Delivery of services will be authorized by the principals at each school.

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10. OWNER'S REPRESENTATIVE

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

11. CONTRACT RELATIONSHIP

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

12. COOPERATION WITH OTHER CONTRACTORS

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

13. INQUIRIES

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

14. SAFETY

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

15. PROTECTION OF FCS PROPERTY

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

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16. SUBMITTALS

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

17. CONFLICT OF INTEREST

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

18. CHARTER SCHOOLS

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

19. SUBCONTRACTING

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

20. DELAYS IN REPAIRS

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

21. MAINTENANCE REPAIRS AND ALTERATIONS

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

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22. THEFT OF AND DAMAGE TO PROPERTY

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

23. RULES, REGULATIONS, POLICIES AND PROCEDURES

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

24. ASBESTOS

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

25. ABANDONMENT

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

26. RENTAL

The Contractor shall register their organization and schedule their time for use of space within a FCS facility through School Dude. Final acceptance of the program will be once the Principal accepts it for his or her school. The Contractor shall provide After School Enrichment Program services for parents with children enrolled at a specific elementary school. Daily administration of the After School Enrichment Programs shall be the responsibility of the Contractor; however, interaction between the Contractor and its program and the Principal for After School Enrichment Programs shall be coordinated between the Contractor, the school Principal and the appropriate system-level administrator. If school or FCS regulations are not consistent with state license requirements, the Contractor shall work with the Principal or system-level administrator to find a solution.

27. DEFINITIONS

Enrichment Programs

Extracurricular activities that enhance children's ability to learn.

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28. 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.

29. INSPECTION

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

If any inspection reveals that Offeror is not in compliance with any specification or regulation of the Fulton County Board of Education or this agreement, then Offeror must correct such deficiency as soon as practicable, but in no instance longer than thirty (30) days after receiving notice of the deficiency from FCS.

30. 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.

31. 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

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Department of Safety & Security shall determine if the Contractor's employee is eligible/ineligible to perform services in FCS. Contractors shall not employ for the services of FCS, any person who does not pass the criminal history summary background check, as determined by the FCS Department of Safety & Security.

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

32. COMMUNICATION WITH FCS STAFF

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

33. 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.

34. COVID-19

Required Precautionary Measures for COVID-19

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

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

(a) Offeror Parties shall:

- (i) Screen and evaluate workers for Symptoms of COVID-19; (e.g., symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19, including without limitation at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny

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- nose; nausea or vomiting; and diarrhea). Workers who exhibit symptoms of COVID-19 shall not report to work or enter the jobsite;
- (ii) Post a sign at the jobsite stating that individuals who have symptoms of COVID-19 shall not enter the jobsite;
 - (iii) Provide Personal Protective Equipment (e.g., facemasks, protective gloves, protective clothing, protective garments, and shoe coverings) as available and appropriate to the function and location of the worker within the jobsite;
 - (iv) Provide disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;
 - (v) Enhance sanitation as appropriate and disinfect common surfaces regularly;
 - (vi) Require handwashing or sanitation at appropriate places within the jobsite;
 - (vii) Prohibit handshaking and unnecessary person-to-person contact; and
 - (viii) Require workers to wear face masks, face coverings and/or face shields at all times when the worker is inside a facility or building at the jobsite.
- (b) While on site, Offeror must require and enforce Social Distancing (as hereinafter defined) among all Offeror Parties to the extent then required by law. If Social Distancing is not then required by law, Offeror must still require and enforce Social Distancing among all Offeror Parties to the extent practicable while on site, until further written notice from the District. As used herein, “**Social Distancing**” means keeping space between each person and other people. Persons practicing Social Distancing should stay at least six (6) feet from other people and avoid assembling in groups. The Social Distancing requirement does not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place of residence.
- (c) For contact-tracing purposes, Offeror must record the names and telephone numbers of all Offeror Parties who are on site each day; this may be accomplished through a daily sign-in sheet or other such documentation. The daily sign-in sheets or other such documentation must be maintained by Offeror for a period of twelve months after the expiration or earlier termination of this contract, and Offeror shall provide copies of the same to the District promptly upon request. This subsection (c) shall survive the expiration or earlier termination of this agreement.
- (d) All known cases of COVID-19 among Offeror Parties and all known cases of exposure to COVID-19 among Offeror Parties must be immediately reported to the District by submitting an email to COVID19reporting@fultonschools.org, reporting a diagnosis and/or exposure to COVID-19. Names and other personally identifiable information of the persons diagnosed or exposed shall not be reported to the District. Offeror will, however, take appropriate action to ensure any person diagnosed does not return to the jobsite until medically cleared to return; and each person exposed to COVID-19 does not return to the jobsite until symptom-free for at least 14 days from the last known exposure to COVID-19.

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ADDITIONAL CONDITIONS

- (e) The District shall have the right to suspend the work or modify protocols applicable to the work, without incurring damages for delay or other liability, due to (i) any known cases of, or exposure to, COVID-19 among the Offeror Parties, and/or (ii) any legal requirements mandating suspension of the work or modification of protocols applicable to the work due to COVID-19.
- (f) **Indemnification and Waiver of Liability.** By entering into this contract, Offeror acknowledges and agrees that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By entering onto the jobsite, and in consideration of the benefit of this contract, all Offeror Parties voluntarily assume all risks related to exposure to COVID-19 and forever waive and release from liability, discharge, indemnify and hold harmless Fulton County Schools, Fulton County Board of Education, and their respective, officers, board members, employees, agents, contractors, and volunteers (collectively, “**District Parties**”) against all liabilities, claims, suits, and damages for illness or injury, including death, related to exposure to COVID-19. Offeror further covenants not to sue, agrees not to file, nor cause to be filed, nor participate in, any lawsuit, claim, counterclaim, legal action or threat of legal action against the District Parties as a result of any Offeror Parties or their respective contacts contracting COVID-19 or other illness, including claims for illness or injury, including death. If Offeror Parties or their respective contacts take any steps to make any claim(s) against any District Parties, Offeror shall be obligated to pay all attorneys’ fees and costs incurred by the District Parties as a result of such claim(s). This Section shall survive the expiration or earlier termination of this agreement.

REQUEST FOR QUALIFICATION INTRODUCTION

1. PURPOSE

The purpose of FCS forming a K-12 After School Enrichment Program selection process is to enable Contractors to provide enrichment activities for FCS' children. School children need to enhance their learning through additional enriching activities during out-of-school time. These programs allow students to have access to these activities at their local school, without having to be transported to another place of business.

2. BACKGROUND

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

3. REQUEST FOR QUALIFICATION PROCESS

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

4. SCOPE OF WORK

FCS is seeking submittals from qualified After School Enrichment Programs offeror(s) to provide programs for K-12 students enrolled in FCS. Access to-schools will be granted on days that schools are in session, beginning in August at the start of the school year and continuing through May. Offer should provide programs that align to Fulton County Schools academic offerings and district initiatives.

SECTION A – AFTER SCHOOL ENRICHMENT PROGRAMS

1. AFTER SCHOOL ENRICHMENT PROGRAMS

FCS is defining After School Enrichment as programs that can be offered outside of the normal school day. This could include before school, after school, on the weekend, or during the summer. Program implementation is always dependent on the availability of FCS resources including facilities and staffing.

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

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- a. Offeror(s) shall provide selected After School Enrichment Activities in FCS school facilities.
- b. Offeror(s) shall pay FCS room rental and/other fees for the use of FCS facilities.
- c. Offeror(s) may charge parents a fee for the Program service.
- d. Offeror(s) shall be responsible for collecting fees charged to parents.
- e. Offeror(s) shall indicate fees charged to parents.
- f. Offeror (s) shall provide services that are inclusive to all FCS students including students with specialized services and supports provided through an Individualized Education Program (IEP) or 504 Plan.
- g. Offeror(s) shall have logistical plans to address student absences and student pick-up/sign out.
- h. Offeror(s) shall have plans in place for cancellations that are made due to the program offeror and/or parent/guardian.
- i. Offeror(s) shall have a structure for parent fees including non-payments
- j. Offeror(s) shall have logistical plans, that include notification of key FCS personnel and parents, for handling emergency situations including but not limited to student safety and intruders, inclement weather, and building emergencies.
- k. Offeror(s) shall have parent release forms and parent agreements and have access to them, at all times, when conducting programs in FCS buildings.
- l. Offer(s) shall have a signed student data sharing agreement to receive any data from Fulton County Schools.

2. PARENT PARTICIPATION FEES

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

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3. STUDENT TRANSPORTATION

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

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

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

The Contractor shall be solely responsible for students enrolled in the After School Enrichment Program at FCS' facilities and shall not leave any child enrolled in the program unattended, including staying with students after 6:00PM if the parent/guardian has not picked up the student from the school. Contractor and Contractor's staff shall be responsible for maintaining control and discipline of children in the After School Enrichment Program including during emergency situations. Abuse of FCS' facilities through negligent supervision by the Contractor that result in repairs having to be made by FCS' Maintenance/Capital Programs or its Contractors, will be at the After School Enrichment provider's expense.

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

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

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

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

The Contractor shall have the use of the playground equipment contained within school property. The Contractor shall be fully responsible for the children under its supervision when the children are on the playground and/or playground equipment. The Contractor's programs shall not alter the playground equipment or FCS' buildings. Full liability insurance shall be maintained that covers this activity.

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The Contractor shall make every effort to separate younger children from older children to minimize risks of injury. When major repairs or re-construction are being performed on FCS' playground equipment, the Contractor shall not use the playground equipment. FCS will notify the Contractor about plans for other FCS building projects that may affect operations of the After School Enrichment Programs.

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

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

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

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

6. FCS-PROVIDED BUILDING FACILITIES

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

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

Furnishings such as built-in storage cabinets, counters, desk attached to walls, cabinets attached to counters or walls, sinks or other building features may vary from building to building and from classroom to classroom. FCS makes no assurances that any particular furnishings shall be available. The Contractor is responsible for providing storage for its After School Enrichment Program equipment and supplies. Any storage cabinets or other furniture placed in furnished

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room(s) shall be sturdy and non-tipping. Placement of all Contractor provided equipment shall be at the Principal's direction.

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

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

7. SNACKS

The Contractor shall not provide or sell beverages/snacks. **Any beverages/snacks served during the After School Enrichment Program shall be provided by and purchased from the FCS' School Nutrition Program.** The Contractor shall arrange scheduling and other administrative matters with the Principal and Executive Director of FCS School Nutrition Program. The Contractor shall contact the School Nutrition office at (470) 254-8967 between the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday for coordination. All beverages/snacks ordered will be billed to the Contractor. The School Nutrition Program will submit a monthly invoice to the Contractor. Payments are to be submitted within ten (10) days of receipt. A two (2) week written notice is required for any cancellation.

8. SCHOOL CLOSINGS

FCS shall reserve the right to cancel or shorten any school day. FCS will give the Contractor twenty-four (24) hour notice of canceling or shortening a school day in non-emergency situations. In the event of emergency closure, FCS shall provide the Contractor with as much advance notice of the closure as soon as possible. If schools are closed, programs should be held off-site based on the availability of the Contractor. The Contractor shall have a plan in place that instructs parents as to alternate pickup locations. After School Enrichment Program services shall not be provided on non-school days.

9. CUSTODIAL SERVICES AND BUILDING ACCESS

In collaboration with the school Principal, the Contractor shall request custodial labor for situations that exceed 6:00 p.m. the normal working hours (i.e.: for early release days, summer school days). The custodian or other FCS' employee shall be paid at the applicable regular hourly or overtime rate. This additional overtime duty shall be paid by the Contractor and recorded on the monthly FCS' billing statement. In addition to the normal defined custodial duties, custodians working regular overtime are responsible for providing access to the building and maintaining a FCS

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presence. The custodian shall not be required to serve under the direction of the Contractor or their staff. This arrangement generally allows for the cleaning of the entire building including the areas and building access of the Contractor during the custodian's normal working hours. Any circumstances that would require additional custodial coverage outside the normal scheduled work hours will be evaluated on a case-by-case basis and the applicable hourly overtime rate will be utilized to calculate cost for reimbursement by the Contractor. Some buildings are cleaned by contracted custodial service firms. Any incremental cost increase created by the Contractor's program will be evaluated on a case-by-case basis and the cost will be reimbursed by the Contractor. Cleaning shall consist of vacuuming, mopping, sweeping, trash removal, cleaning and stocking bathrooms, cleaning classroom sinks and occasional dusting as provided to other similar spaces in the building.

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

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

10. SAFETY AND SECURITY

Badging and Background Check

Contractors must follow the FCSD policy and procedures for badging of contracted staff. Vendor is responsible for following this process and fees associated with the process. At all times contractors must wear FCSD contractor badge while on district property. Contractors that are added to a program must follow this process. Contractors that are dismissed or resign from work as a contractor must turn in badge to their supervisor, and then to the School Principal for accountability. Contractors that do not wear their badge must make accommodations to obtain a replacement badge. All vendors working with FCS students must go through a background check.

Emergency Plans

Contractors are required to collaborate with local school Principal and develop an after-school emergency plan annex to the local school emergency plan. This annex shall be submitted to the School Principal for approval and then forwarded to the Department of Safety & Security. Emergency plans must contain detailed plans for emergencies as well as contact information for contractors.

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Drills

After school programs must also be prepared for events that could impact the program. Therefore, contractors are also required to present to the School Principal a plan for drills that encompasses the scope and spirit of the robust drill program in the district. Contractors are expected to follow the drill schedule for afterschool programs such that it mirrors the monthly school one.

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

11. HEALTH AND FIRST AID

- a. Staff shall be trained in First Aid, CPR & AED, and Standard Precautions.
- b. The Contractor must have some mechanism/processes (forms for parents to complete) in place to document medical conditions and **any medication(s) required**.
- c. The Contractor must have mechanisms/processes in place to address and manage medical issues/concerns and medical emergencies – staff must be trained. Delete the word need and replace with must.
- d. Please review the following link with regards to After School Programs and licensure:
<http://www.ciclt.net/gsaca/docs/Licensing.pdf>

12. FACILITY CARE BY CONTRACTOR

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

- a) The Contractor shall comply with all polices and regulations regarding the use of FCS' facilities as prescribed by the Board of Education and this contract. The Contractor shall exercise the utmost care in the use of school premises and agrees to protect, indemnify, and hold harmless FCS and its officers and employees from any and all claims, liabilities, damages or rights of action directly or indirectly growing out of the use of the premises covered by this use agreement.
- b) In the event of damage to FCS' property or facilities, the Contractor shall notify the Principal immediately, accept the estimate of the damage amount (as estimated by the FCS Facilities Department) and pay all repair costs. Any damage of a safety nature shall be brought to the immediate attention of the Principal.
- c) The Contractor shall be responsible for contents in the room(s) rented regardless of peril involved. The Contractor shall be responsible for the cost of repair of damage to FCS' property

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that is the result of abuse or negligent care on the part of the Contractor, its staff or the students under its care.

- d) The Contractor shall be responsible for any FCS' equipment or materials used by the Contractor (after receiving Principal's approval for use) and shall pay full replacement cost for lost or damaged equipment or materials. Lost or damaged equipment shall be immediately reported by Contractor to the Principal. Normal wear and tear such as traffic patterns on carpet, sun fading of objects in rooms, minor dents on building structures, etc. will not be chargeable.
- e) The Contractor shall be required to supervise students and shall be responsible for damage when their students are in the hallways, bathrooms, cafeteria, media center, playground, offices or any other areas of the building or school grounds.
- f) Before performing certain acts which may cause later damage, e.g.: attaching objects or materials to walls, moving heavy equipment or furnishings within the room, using materials which may deface property or cause fires, conducting special events, etc., the Contractor shall advise the Principal of its intent and obtain written permission and/or written instructions on how to proceed. When transporting equipment or materials into FCS' facilities, Contractor shall exercise caution and shall be responsible for damage to FCS' facilities caused during this activity, including the marking of floor finishes.
- g) No alterations to any FCS' building shall be performed by the Contractor including painting, carpentry, electrical or other construction or grounds work. No oil base paint, flammable liquids, fire-producing chemicals and/or open flame of any form (including candles) shall be used in the classrooms.
- h) Any animals brought onto FCS' property by the Contractor shall first receive approval from the Principal and the parents. If there are cases where state licenses require interaction between children and certain animals (that cause or may cause allergic reactions or otherwise be objectionable to a child or any employee), the Contractor shall notify the state license agency and find alternate animals that can be used in their program.
- i) Once access is gained, the Contractor shall restrict its activity to the classroom(s) and other areas as assigned, including nearby bathrooms, hallways around the classroom(s), and the outside playground. Parents, children in After School Enrichment Program, Contractor's staff or anyone gaining access to a FCS' building via the entrance when school is normally closed, shall be the responsibility of the Contractor. If the Contractor uses rooms in the school building other than the assigned room(s), it shall pay for the privilege and make prior arrangements with the Principal. The Contractor shall not attempt to obtain those privileges from the building custodian or any other FCS' employee.

13. RENTAL COSTS SCHEDULE AND PAYMENT

FCS facility rental rates are posted on the Fulton County Schools website (www.fultonschools.org) under the Community tab, Facility Rental, Resources, Fee Schedule. The After School Enrichment

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Program rental rate shall be at least equal to the Board of Education approved rates. Rates may increase at the sole discretion of the FCS.

14. SUMMER ENRICHMENT AND SATURDAY PROGRAMS

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

Additional fees may occur for programs held during the summer and on the weekends including but not limited to, additional custodial, staff, and school nutrition fees.

For Contractors that are able and willing to provide summer enrichment programs, the sites that summer enrichment can occur at are limited during the summer due to active construction. Providing summer enrichment will require that the Contractor actively communicates with Facilities and School Nutrition prior to solidifying plans with the local school and community.

The Contractor shall arrange scheduling and snacks with the Executive Director of FCS School Nutrition Program. The Contractor shall contact the School Nutrition office at (470) 254-8967 between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday for coordination.

SECTION B - PAYMENT

1. PAYMENT FOR RENTAL

Rental payment, payment for FCS custodial and other fees shall be made prior to services being rendered. Checks, cashier's checks, or money orders, **one (1) per site**, shall be made out to FCS, not the school, and the purpose of the check indicated as: After School Enrichment Program Space Rental for _____ (enter school name).

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

2. TIME OF PAYMENT

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

Fulton County School System
Facility Rental

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The Administrative Center
6201 Powers Ferry Road, Atlanta, GA 30339

Program may be terminated if payments are not received.

3. EVALUATION AND SELECTION PROCESS

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

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THE SUBMITTAL

A. Offeror's Responsibility:

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

B. Oral Interview:

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

C. Submission of Submittal:

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

D. Basis for Selection

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

E. Preparing the Submittal

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

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

1. Cover Sheet

Title: Fulton County Board of Education
Request for Qualification Number 143-23
After School Enrichment Programs
Submitted by: Name of company

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2. General Information Page

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

3. Detail Information Sheet(s)

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

F. Executive Summary

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

G. THE SUBMITTAL

SECTION I – TECHNICAL CAPABILITIES:

A. METHODOLOGY:

In this section, the offeror shall describe in detail the enrichment program being offered to FCS including program age ranges, schools, dates, and times (including weekends and Saturdays if applicable). Provide and outline of the organization that will be employed and any other information that will assist in the understanding of what the offeror proposes to do and to provide.

B. CAPABILITIES:

Please provide a detailed explanation for the following:

1. Explain your program goals and outcomes.
2. Explain where your program could be located within the school.

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3. Explain your parent/guardian fees per student in the program.
4. Explain how you would collect these fees and any provisions for parent cancellations and/or non-payment of fees.
5. Explain how your program is inclusive of all FCS students including those with specialized services.
6. Explain your logistical plans. How will parents drop off and pick up students? What are your sign-in/sign out procedures
7. Describe your logistical plans including working with FCS administration on program set up.
8. Describe your safety plan in detail. How do you handle student safety, student health, emergency situations, and inclement weather.
9. Describe your process for parent communication, parent release forms, or parent agreements.
10. Describe any software, hardware or equipment needs for your program.
11. Describe any needs for student data sharing

SECTION II - BUSINESS STABILITY:

- A. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with FCS for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Offeror shall also provide a business license indicating that the Offeror can conduct business in Fulton County, Georgia. Further, Offeror shall provide documentation showing that the Offeror is properly registered to conduct business in the State of Georgia. Offeror acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.
- B. **Financial Status** - Describe the financial status of the firm; include the audited financial statements (income statements and balance sheets) for the past two (2) accounting years.
- C. **References** – Identify school projects designed and completed for Georgia Public private schools within the last five (5) years, or similar multi-facility programs. Provide the following information for each project listed:

- a. Name of School System/Other Program:

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- 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 and in what capacity:
- g. Description of the project:
- h. Length of Project Engagement:
- i. Reason for Project Discontinuance (if not active):

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

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

F. EVALUATION FACTORS

NO.	FACTOR	POINTS
SECTION I	CAPABILITIES	800
<i>Section I-A</i>	<i>Methodology</i>	<i>100</i>
<i>Section I-B</i>	<i>Capabilities</i>	<i>700</i>
SECTION II	BUSINESS STABILITY	100
APPENDICES II &	EXCEPTIONS AND	100
TOTAL		1000

G. REQUEST FOR INFORMATION

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

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During the entire 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.

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REQUEST FOR SEALED SUBMITTAL

DATE: _____

SUBMITTAL NO.: _____

NAME OF COMPANY: _____

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

Gentleman/Madam:

Having carefully examined the Submittal Conditions and Specifications entitled “RFQ No. 143-23, After School Enrichment Programs” 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:

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OFFEROR'S CHECKLIST

PROJECT: _____

SUBMITTAL NO: _____

- We have acknowledged receipt of addenda issued.
- Four (4) submittals (one (1) original, three (3) 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 ensure 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 of the Georgia Code 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 within five (5) business days after receiving the said Affidavit or verification.

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) business 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 within five (5) business 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 within five (5) business days after receiving the said Affidavit or verification,

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 within five (5) days after receiving the said Affidavit or verification.

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

BY: Printed Name

Signature

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

Notary Public
My Commission Expires:_____

CONTRACTING DEPARTMENT

APPENDIX II

OFFEROR'S EXCEPTIONS FORM

CONTRACTING DEPARTMENT

OFFEROR'S EXCEPTIONS

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

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

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

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

NOTES:

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

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

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 RFQ 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 RFQ 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