



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

19RFP120741C-GS

**Janitorial Services for Fulton County Government
Center Complex (Group A) and Justice Center
Facilities (Group B)**

For

Department of Real Estate and Asset Management

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONTRACTORS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT I:	<u>BID BOND</u>
EXHIBIT J:	<u>PAYMENT AND PERFORMANCE BONDS</u>

APPENDICES

- APPENDIX 1: STAFFING PLAN
- APPENDIX 2: TECHNICAL COMPETENCE, EXPERIENCE & BUSINESS OPERATIONS
- APPENDIX 3: CLEANING SCHEDULE
- APPENDIX 4: COST PROPOSAL FORM
- APPENDIX 5: RATE SCHEDULE COMPLETION INSTRUCTIONS AND FORM

CONTRACT AGREEMENT

Contractor: **ABM Industry Group, LLC**

Contract No.: **19RFP120741C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)**

Address: **4151 Ashford Dunwoody Rd, Suite 600**
City, State **Atlanta, GA 30319**

Telephone: **(770) 206-0169**
Email: mark.deal@abm.com

Contact: **Mark Deal**
Regional Vice President

This Agreement made and entered into effective the 1st day of January, 2020 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **ABM INDUSTRY GROUP, LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Janitorial Services for Fulton County Government Justice Center Facilities (Group A), hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

XI. Exhibit I: Bonds

ARTICLE 2.

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 18, 2019 Item #19-1151(A).

ARTICLE 3. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 4. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform all janitorial services and the labor, tools, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, urinal screens and other required supplies) and equipment necessary to provide the highest quality of janitorial services for the County's Government Center facilities (Group A). All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 5. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 6. **DELIVERABLES**

Contractor shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Contractor shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Contractor in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 7. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 8. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 9. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 10. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January, 2020, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2020. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 11. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$802,077.00 (Eight Hundred Two Thousand Seventy Seven Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-Contractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or sub-Contractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-Contractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONTRACTORS**

Contractor will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with other Contractors under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by County employees. Contractor shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Contractor in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Contractor's acts, errors, or omissions in the performance of professional services, the Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the

County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports,

maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any sub-Contractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Contractor and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk

Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade

secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-Contractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, Suite G119
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303

Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

ABM Industry Group, LLC
4151 Ashford Dunwoody Rd., Suite 600
Atlanta, GA 30319
Telephone: (770) 206-0169
Email: mark.deal@abm.com
Attention: Mark Deal, Regional Vice President

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Contractor within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government

141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Contractor will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Contractor will be promptly paid by County.

Payment of Sub-Contractors/Suppliers: The Contractor must certify in writing that all sub-Contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-Contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-Contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had 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.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

ABM INDUSTRY GROUP, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Mark Deal
Regional Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
BRAD
RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	ABM Industry Groups, LLC	Control Number:	17014782
Business Type:	Foreign Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	14141 Southwest Freeway, Suite 477, Sugar Land, TX, 77478-4630, USA	Date of Formation / Registration Date:	1/10/2017
Jurisdiction:	Delaware	Last Annual Registration Year:	2019
Principal Record Address:	14141 Southwest Freeway, Suite 477, Sugar Land, TX, 77478, USA		

REGISTERED AGENT INFORMATION

Registered Agent Name: **C T Corporation System**

Physical Address: **289 S Culver St, Lawrenceville, GA, 30046-4805, USA**

County: **Gwinnett**

[Back](#)

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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ADDENDA

19RFP120741C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)
September 18, 2019

ACKNOWLEDGEMENT OF ADDENDUM NO. 2,

The undersigned Proposers acknowledges receipt of this Addendum by returning one (1) copy of this form with the Proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Tuesday, September 24, 2019 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, 18 day of September, 2019.

ABM Industry Groups, LLC
Legal Name of Proposers

Jac Monro
Signature of Authorized Representative

ABM District Manager
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia

“Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide all janitorial services and the labor, tools, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, urinal screens and other required supplies) and equipment necessary to provide the highest quality of janitorial services for the County's Government Center facilities (Group A) which consists of three (3) facilities: Government Center, Public Safety Building and Health and Human Services.

Project Location

The location of the Government Center facilities (Group A) is as follows:

1. Government Center – 141 Pryor Street, SW, Atlanta, GA 30303
2. Public Safety Building – 130 Peachtree Street, SW, Atlanta, GA 30303
3. Health and Human Services - 137 Peachtree Street, SW Atlanta, GA 30303

Core operating hours are 8:30 a.m. to 5:30 p.m. Monday-Friday. These locations require Day Porter support and night cleaning. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

Project Scope

All materials shall be of the highest quality, correct type, size, and design. Contractor shall provide all management, customer service, labor, materials, equipment, and other supplies necessary to provide clean buildings and work environments in a responsible, safe, cost efficient, and environmentally friendly manner. Contractor shall be responsible for general cleaning of all restrooms, offices, cubicles, carpet spot and restorative cleaning, vacuuming, locker rooms, window/glass cleaning, which is inclusive, but not limited to just these areas, but all cleanable footage in the Groups.

The County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor' performance will be evaluated in terms of the cleaning results achieved and the delivery of service based upon a schedule proposed by Contractor for each facility in each Group. All interpretations of these requirements shall be made upon the basis of this statement, with the County's interpretation prevailing. It is the Contractor's responsibility to ensure that their proposal for any facility has been calculated to include all appropriate services.

A. Background Checks Required

Contractor shall conduct a Georgia Criminal Investigation Checks (GCIC), at Contractor's expense on all employees, including sub-Contractor, assigned to clean both Groups A and B. Contractor submitting a proposal for Group B (Justice Center facilities) shall, also, conduct a cross check with the National Crime Information Center (NCIC) along with Fingerprint Cards by Contractor at Contractor's expense on all employees and subcontractors. Employees may be

temporarily assigned to Justice Facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance and Fingerprint Card completion. The GCIC shall be completed and forwarded to the Contract Administrator or designated County representative for review and approval prior to the start date of the contract. No employee may work at any Fulton County Facility prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employees on this contract. If awarded, failure to abide by the established rules mentioned above (Background Checks Required) can result in termination.

B. Day Porters

Day porters are normally required at the Government and Justice Facilities during the hours they are open. Contractor shall propose an hourly rate for providing this service. The number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby/reception areas, glass doors, etc., and responding to emergency cleanups. They are, also, required to work with Fulton County to ensure that recycling goals are met. The majority of cleaning duties (Cleaning Schedule—Tables A thru H) are to be accomplished after normal operating hours of each facility.

1. **Management and Hourly Worker Training Plan** – Contractor shall describe the management, supervisory and hourly training and development programs that will be implemented for this project. Response shall include a copy of the Training Plan, which shall include the number of hours each employee shall complete and how the training will meet the expectations of the County.
2. **Contractor's Office** – Contractor shall provide proof (lease agreement or proof of ownership) that they have established, or will establish, an office within a twenty-five (25) mile radius of the project locations.
3. **Proposed Equipment List** – Contractor shall submit a list of equipment proposed for use on this project. Response shall include the manufacturer, model number, quantity and age of equipment.
4. **Use of Subcontractors** – Contractor(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against Contractor that the Contract, by these Documents

has against the County. Wherever appropriate, Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein. In the event that a subcontractor fails to perform as required according to the Contract, Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the subcontractor's work and shall be performed by Contractor working directly for the County.

C. SERVICE REQUIREMENTS

The following is a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the Contractor. Contractor must show that they are capable of delivering services equal to or better than these minimum service levels. While the County has made every effort to cover all the requirements in the Cleaning Schedule, we cannot guarantee that all elements have been specified. In cases where this has not been done, Building Owners and Managers Association (BOMA) cleaning standards, along with the best commercial practices shall prevail.

1. PERSONNEL:

Employees - Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of employees employed in accordance with established Building Owners and Managers Association (BOMA) standards to adequately provide the proper cleaning services to meet contractual specifications, (County has provided , in writing, the expected total of employees and/ or hours required to adequately clean the facilities and meet Fulton County standards), the County, or it's designated representative, can demand that the proper amount of personnel be assigned to each Facility to obtain the proper cleaning required by the Contract. Failure by the Contractor to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its

population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

Safety Training and Education – Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or to use poisons, caustics, Blood borne Pathogen Protection Kits and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Contractor will maintain MSDS at each location. Contractor will ensure that employees are trained on the building evacuation plan.

A formal training plan utilizing Occupational Safety and Health Administration (OSHA) standards must be written and forwarded to the Contract Administrator, or County designated representative. Written verification of past and future training sessions must also be submitted. The Contract Administrator, Building Services Supervisor or Inspector, must be notified of training in advance and may attend training sessions.

Protection –Contractor shall take all necessary precautions (i.e. safe commercial practices, safe acts, safety classes, safety equipment, safe supplies, etc.) to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or any subcontractor at any level working under this contract.

Supervision - Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the County or the designated County Representative. If proper supervision is not available, due to unforeseen acts or circumstances beyond Contractor's control, the assigned employee(s) must be fully conversant in English. **Supervisory employees must be fully conversant in English.**

Additional Requirements:

Contractor, and their proposed on-site supervisory personnel, shall attend a required orientation to be conducted by the County's representative to brief them on the County's functions and tour the respective building facilities awarded by this contract. The same will be required of contract employees once cleared for work.

Contractor shall be responsible for all damages caused by Contractor's employees and/or equipment. A full damage report of the facts and extent of damage shall be provided verbally within one (1) hour and, in writing, twenty-four (24) hours of occurrence. Damage caused by others

shall be reported to the County's representative and security.

Contractor shall comply with OSHA and other regulatory agency requirements and maintain accurate records and reporting on all accidents, resulting in death, trauma, occupational illness or injury. Reporting shall be made verbally within one (1) hour of occurrence and in writing twenty-four (24) hours of occurrence. Damage caused by others shall be reported to the County's representative and security.

Quality service that is in accordance with industry standards and practices shall be applied throughout the life of this contract.

D. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

The County will furnish the following:

1. Electrical power at existing outlets for the Contractor to operate equipment.
2. Hot and cold water as necessary.
3. Space within the building commensurate with the Contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets, where available.

B. Furnished by Contractor

Contractor shall furnish the following:

1. All cleaning supplies, materials, equipment and employee training necessary for the performance of the work of this contract unless otherwise specified herein, and all substances shall be used in accordance with manufacturer's recommendations. Response shall include stocking and restocking schedule for each. Cleaning chemicals shall be non-toxic and environmentally friendly. Contractor shall include a list of all chemicals proposed to be used to clean.

The Contract Administrator shall approve Contractor's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on County property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing CAUTION or WARNING labels) have been furnished to the Contract Administrator. Contractor shall use recycled products to the greatest extent possible.

Mandatory Chemicals

High phenol coefficient germicidal cleaner

Degreaser/germicidal disinfectant

Sanitizers

Germicides

Furniture Polish

Graffiti Remover

All Purpose Cleaners	Gum Remover
Glass Cleaners	Carpet Cleaner
Brass Cleaner	Body Fluid Kit
Fabric Cleaners	Pool Surface Cleaner
Deodorizers	Hard Floor Cleaner
Hard Floor Finisher	Hard Floor Stripper
Marble/Stone Cleaner	Marble/Stone Enhancer

Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.

Any material being used which is not achieving desired results will be replaced with a more effective product.

2. All necessary cleaning equipment, including, but not limited to, power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by Contractor. Such equipment shall be of the size and type customarily used for work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within seventy-two (72) hours. Propane driven equipment is banned.
3. All equipment needed must perform the job in accordance with industry and OSHA standards. All vacuums shall meet or exceed Carpet and Rug Institute (CRI) requirements for efficiency and have a High-Efficiency Particulate Air (HEPA) or high filtration system to maintain indoor air quality. (See <http://www.carpet-rug.org/>). A list of equipment proposed shall be included with Contractor's response.
4. Contractor's contracted personnel shall be issued a temporary Fulton County ID Badge before working in any County facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. Penalties for Non-Performance describes in detail the actions that will apply for non-compliance.

Supplies installed on County property by Contractor become the property of the County. These supplies and materials shall be of a quality and type customarily utilized by other Contractor engaged in the profession of providing janitorial services. Two (2) weeks prior to the contract start date, Contractor shall submit a list of proposed supplies providing the name of the manufacturer, the brand name, and intended use of each of the materials proposed to be used in the performance of the work. All janitorial services described within the contract must be performed in accordance to specifications. If at any time there are questions regarding County expectations, Contractor must contact the Contract Administrator or County designated representative (i.e. Building Services Manager/Supervisor or Inspector) for guidance or clarification.

C. Restroom Cleaning:

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures shall be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal, veridical, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets shall be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and shall be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles shall be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags shall be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material shall be borne by the Contractor.
3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens, deodorant blocks and feminine hygiene products. All rolls and dispensers shall be filled and trash receptacle shall be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans.
4. **Restroom cleaning, and restocking, shall be provided as many times as necessary daily to maintain cleanliness.**

D. Floors

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.
2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.

3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.
5. **Waxing Floors:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas.
7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extracting. Utilizing a method suitable for the type of carpet or rug, remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearances and not result in excessive fuzziness from the extract process. All nap should lie in the same direction and discoloration should not be apparent. Dry cleaning methods should be employed whenever appropriate.

Contractor shall comply with the cleaning regulations found in The Carpet and Rug Institute, Cleaning and Maintenance industry standards. (<http://www.carpet-rug.org/>)
9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
10. **Stripping and Refinishing Hardwood Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

11. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

E. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
2. **Low Dusting:** Dust all surfaces within seventy-two (72) inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. **High Dusting:** Dust all surfaces above seventy (70) inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.
5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.
6. **Metal Cleaning and Polishing:** Clean all chrome, brass and metal items with a material suitable for cleaning. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns

and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.

7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within forty-eight (48) hours of removal. Dust or vacuum drapes in between washing cycle. Drapes and blinds must be free of dirt, dust and grime.

F. Waste Removal

1. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
2. **Recycling Program:** Contractor shall work with the County to assure that the recycling goals are met. This will include checking recycle bins to ensure that correct items are placed in each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The collection area for the waste and recycle materials shall be maintained free of debris and the collection container shall not be allowed to overflow. The plan should include how the respondent will train employees on handling recyclable materials.

G. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants.

Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.

2. **Emptying and Cleaning Ashtrays and Urns:** Empty and clean all ashtrays and urns in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

H. **Break Room Cleaning:** Empty all trash and waste receptacles/recycle bins in break room. Replace all waste can liners. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards. Clean sofas and couches with a suitable chemical. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers as needed.

I. **Special Areas**

1. **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock and Court House Entryways and steps:** Utilizing a high pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces. This applies to all County facilities that have a garage and/or loading dock (i.e. Government Center, Justice Center, Juvenile Court, Central Library, etc...).
2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish all metal surfaces in accordance with the standard for metal polishing. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
3. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials.
4. **Fitness Center Cleaning:** The Fitness Center is considered clean when all areas are clean and free of dust, spots, stains, rust, mold,

encrustation and excess moisture. Fitness Center cleaning includes vacuuming, sweeping, scrubbing and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, wash basins, shower stalls, mirrors and waste receptacles/recycle bins. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles/recycle bins and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

5. **Holding Cells:** Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold, and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks, and spots. This includes doors, doorframes, and molded seating areas. Window or glass view areas will be cleaned and present clear, streak-free surfaces. Project/Site Manager will coordinate with Police Department and Contract Administrator to establish cleaning times.
6. **Courtrooms:** In addition to the normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted up, any debris removed, and all surfaces of bench and pad properly cleaned.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Contractor must be fully operational and ready to assume responsibilities for this contract and begin cleaning facilities on **January 1, 2020**, after notification of approval of award by the Fulton County Board of Commissioners and attendance at a Post Award Conference, where the Notice to Proceed (NTP) will be issued. Employees assigned to clean the County's facilities may not begin work prior to the approval of the GCIC and/or NCIC, Fingerprint Card, and receipt of a Fulton County issued Temporary ID Card. Failure to adhere to these timelines shall be grounds for termination of this contract.

A. Proposal Requirements:

Contractor shall provide a detail approach on their ability to organize and manage janitorial projects based upon the large square footage required by this proposal. Contractor shall provide the following requirements for this RFP. **Please note that if something is not addressed Contractor may note it in their response as to how Contractor shall approach the project.**

Contractor shall provide the following:

1. **Management Plan** – Contractor shall describe a specific management plan for assuming responsibility for managing and operating the janitorial operations for the County for the Group that Contractor's proposal is submitted for.
2. **Implementation Plan** – Contractor shall submit a detailed implementation plan on how they will proceed with the services required under this RFP. Response shall include dates for beginning and completion of staffing; ordering of supplies, equipment and uniforms for staff; schedule of work task and frequency and all other areas that will demonstrate Contractor's grasp of the project.
3. **Staffing Plan, Qualifications and Resumes** - Contractor shall provide details on the qualifications for their proposed personnel, including Administrative, Project Manager and Supervisory personnel. Response shall include resumes (not to exceed two(2) pages) for key personnel, any training proposed key personnel has had with building fire alarm and security systems procedures and number of years key personnel has had in the position being proposed for this project. If personnel are not currently in Contractor's employ, Contractor shall submit a job description with the qualifications they will seek to fill each contracted position. Contractor shall provide a list of personnel cleared to work in secured and non-secured areas by **December 15, 2019**. (See Section 3.4, A. Background Checks) The County shall require interviews with site management personnel prior to the implementation of this contract. **The County shall have the final approval on all proposed employees of Contractor.**
4. **Organizational Chart** – Contractor shall provide an organizational chart that shows Contractor's support management for this contract beginning with the Chief Operating Officer, Management, Supervisors and hourly workers assigned to this project. The chart shall clearly delineate the

parties' responsibility and how they shall communicate with the County's Administrator for this project.

5. **Quality Control (QC) Plan** - Contractor shall submit a comprehensive quality control plan that shall assure that all facilities are maintained at all times at the level of cleanliness defined in this RFP. The plan may be evaluated for effectiveness by a Fulton County Building Services Supervisor/Manager or Inspector prior to start date of contract and may be re-evaluated and revised at any time during the life of the contract. At a minimum, the Quality Control Plan shall include the following information:

- a. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Building Service Supervisor/Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required;
- b. Method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
- c. A suitable method for inspecting and recording infrequently performed services;
- d. Show the action(s) necessary to prevent unsatisfactory service(s) from recurring; and
- e. A suitable way to inform Fulton County's representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly, dispensers not operating properly, etc.).

Failure to implement the approved QC Plan and pursue it diligently from the commencement of the contract, severe lack of response to inquiries, or lack of communicating with designated County Staff may be considered grounds for default.

5. **Key Control and Security Plan** – Contractor shall detail the following:
- a. Handling and control of keys, access cards and electronic security codes issued/made known to Contractor under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends; and
 - b. Identify who shall have the responsibility for all keys and access cards. Contractor's plan to obtain keys and access cards from personnel who are terminated. Contractor shall be responsible for all keys and access cards issued to them. Contractor shall replace all lost and broken keys and access cards at Contractor's expense. In the event the loss of keys and access cards requires lock replacement, the cost of replacing locks of the same or higher security requirements shall be Contractor's responsibility.

In facilities with electronic alarms systems, Contractor shall be responsible for paying any fines assessed for law enforcement's response to false alarms attributable to Contractor's employees.

Contractor's Employees must sign in and out of facilities with Security Guards are in place and, if requested by security, submit to a bag(s)

inspection. Contractor's Employees must also sign in an out of facilities where Security Guards are not utilized.

6. **Pilferage of Items and Vandalism** – Contractor shall submit a plan on how they propose to insure that valuable items are not broken, abused or stolen. Failure to control pilferage and vandalism may be grounds for termination of this contract. Employees must have a background check completed prior to working on County property. The cost of replacing any items stolen or broken by Contractor's employees shall be charged to the Contractor and Contractor shall reimburse/replace the item(s) to the County within ten (10) business days or payment shall be subtracted from the next scheduled payment to Contractor by the County.
7. **Non-Performance** - If a deficiency is not properly addressed within the correction period given or if the same problem recurs, the County will withhold **one percent (1%)** from the next invoice payment.

Any decision to invoke the penalties delineated in this section will be made solely by the County's Area Managers or the Administrator, Public Buildings & Grounds of DREAM or a designated representative.

No monies will be withheld without prior written notification to the Contractor by the Greater Fulton or Central Fulton Area Managers or the Administrator, Public Buildings & Grounds of DREAM.

Contractor shall be notified in writing of the intent by the County to invoke a penalty. Contractor has three (3) business days to respond, in writing, to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification may be grounds for termination of the contract. The written response shall include verification and documentation of Contractor's adherence to the Quality Control Plan and will be subject to evaluation and modification by DREAM to meet the County's needs.

8. **Penalties for Non-Performance** - The amount of monies withheld will be based on the square footage of the portion of the facility which was not properly cleaned. Any area which has not been properly cleaned (even if it was partially cleaned) shall be considered to be "not properly cleaned".

If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage which has not been properly cleaned.

The amount withheld shall be calculated daily beginning the day after the stipulated correction date.

The amount withheld shall be the "cost per cleanable square foot per day" times the number of square feet affected by the deficiency times the number of days the deficiency continues to exist. The amount withheld shall be cumulative.

Calculation of amount to be withheld shall continue until the County's Contract Administrator certifies in writing that the deficiency has been cured or until Contractor's Bonding Company has been notified to take appropriate action under the terms and conditions of the Contractor's Performance Bond.

These factors will be recalculated for renewal years if bid price is different. Back charges for Corrective Actions by the County or its' Designated Representative shall be applied.

If, under the provisions of this Contract, Contractor is notified by the Building Services Supervisor/Manager and/or County Representative to correct defective or non-conforming work, and Contractor states, or by its actions, indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, the Building Services Supervisor/Manager and/or County Representative may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of non-conforming work by the most expeditious means available and back charge Contractor for the actual costs incurred. Furthermore, if the Building Services Supervisor/Manager and/or County Representative agrees to, or is required to, perform work for Contractor, such as cleanup, off-loading or completion of incomplete work, the Building Services Supervisor/Manager and/or County Representative may, upon written notice, perform such work by the most expeditious means available and back charge Contractor for the actual costs incurred.

The actual cost of back charge work shall include: (1) incurred labor costs, including all payroll additives; (2) incurred net delivered material costs; (3) incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action; (4) equipment and tool rentals at prevailing rates in the Jobsite area; and a factor of thirty-five percent (35%) applied to the total of items 1 through 4 mentioned above for overhead, supervision and administrative costs.

If a Day Porter fails to show for all or part of a scheduled assignment, a deduction shall be made at the hourly rate. If a County Employee/County Representative is utilized in their absence, then a deduction of their pay rate shall be made for appropriate back charges. The deduction will be made by the Building Services Manager/Supervisor on the present/next Monthly Invoice depending on when the incident occurred. All deductions regarding Day Porter deductions may be discussed with the Building Services Manager/Supervisor.

Contractor's failure to properly perform "Daily" tasks will be penalized by withholding the appropriate amount of money from the relevant invoice along with the appropriate back charges. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good along with the appropriate back charges, if any.

The safety and welfare of our citizens and the security of all facilities is a top priority throughout Fulton County. Therefore, it is essential that all contracted personnel receive a GCIC. If assigned to Justice Facilities, they must also obtain a GCIC and NCIC, along with a Fingerprint Card. Once these requirements are met, they will receive a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. If a contracted employee, who has been issued a Fulton County ID, is found to not have the ID in their possession while working at a

County facility, or bring relatives/unauthorized personnel in any County Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:

First Occurrence- Written warning; temporary removal from the building until the proper ID is retrieved, removal of unauthorized personnel, and \$50 fine assessed to the Contractor.

Second Occurrence- Written warning to Contractor requesting that the offender is not allowed to work on Fulton County property and \$100 fine assessed to the Contractor. Also, County may exercise its option to offer the affected facility to the next lowest Contractor if it is considered to be in the best interest and safety of the County

9. **Contingency Plan** – Contractor shall provide a contingency plan for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-Contractor, if applicable, fail to provide service, or other problems arise.

Failure to implement the approved plan and pursue it diligently from the commencement of the contract may be considered grounds for default.

B. Reporting Requirements:

Contractor shall provide the following reports for this contract:

1. **Deficiency Reporting**

Contractor shall provide a detailed plan to handle deficiencies reported to Contractor's Project Manager/Supervisor by the County's Building Services Manager/Supervisor, or his/her designee, for the affected facility immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Building Services Manager/Supervisor will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.

Contractor's Project Manager shall provide a written response to the Building Services Manager/Supervisor no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. The response shall include the steps taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular Building Services Manager/Building Services Supervisor and Contractor's Project Manager meeting to ensure that they have been completely resolved. **Failure to submit written responses may result in an adverse Contractor Performance Report.**

Contractor shall submit a corrective action plan within two (2) business days upon receipt of a Deficiency Notice from the Building Services Manager/Supervisor. If Contractor's response is deemed an acceptable corrective action and/or timeframe by the Building Services Manager/Supervisor, Contractor shall submit a report when the corrective

action has been completed. If the response is unacceptable, the Building Services Supervisor shall notify the County's Contract Administrator, in writing. The Contract Administrator shall follow the steps in this RFP relating to non-performance to redress the deficiency.

Contractor shall be allowed to redo a service upon notification. However, the County reserves the right to consider any required repeat service as a failure to perform. The County's Contract Administrator shall determine when the level of service has progressed to an unsatisfactory level.

2. Incident Reporting

All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each incident report which the Contractor (or subcontractors at any level) submits to their insurance carriers in regard to incidents and accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the incident or accident occurred. Report of injury must be documented in accordance with OSHA standards, and a copy of the OSHA form 400 shall be immediately forwarded to the Contract Administrator.

3. Sample Reports

Contractor shall submit samples of the following reports/checklists for this contract:

1. key control report;
2. quality control report;
3. staff security sign-in sheet;
4. training calendar;
5. periodic schedule;
6. completed projects calendar acceptable to the County to record inspections; and
7. sample checklist.

All reports/checklists shall be submitted to the County's Contract Administrator for this RFP at the bi-weekly meetings. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$802,077.00. The detailed costs are provided below:

APPENDIX 4

I. GROUP A – GOVERNMENT CENTER COMPLEX (Original Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Government Center					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	\$ 0.0816	\$ 37,825.35	12	\$ 453,904.24
Public Safety Building					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	\$ 0.0824	\$ 5,198.12	12	\$ 62,377.44
Health &Human Services					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	\$ 0.10185	\$ 2,522.52	12	\$ 30,270.22
TOTAL COST FOR JANITORIAL SERVICES				\$ 546,551.90	
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$ 21.13	\$ 212,145.20
Public Safety Building	4	251	1,004	\$ 21.13	\$ 21,214.52
Health &Human Services	4	251	1,004	\$ 21.13	\$ 21,214.52
Total Cost Day Porters	48	251	12,048	\$	\$
TOTAL COST FOR DAY PORTERS				\$ 254,574.24	
GROUP A - TOTAL COST ORIGINAL TERM				\$ 801,126.14	

APPENDIX 4

GROUP A – GOVERNMENT CENTER COMPLEX (1st Renewal Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Government Center					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	\$ 0.0842	\$ 39,030.57	12	\$ 468,366.84
Public Safety Building					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	\$ 0.0848	\$ 5,349.52	12	\$ 64,194.24
Health &Human Services					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	\$ 0.1049	\$ 2,598.05	12	\$ 31,176.60
TOTAL COST FOR JANITORIAL SERVICES				\$ 563,737.68	
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$ 21.77	\$ 218,570.80
Public Safety Building	4	251	1,004	\$ 21.77	\$ 21,857.08
Health &Human Services	4	251	1,004	\$ 21.77	\$ 21,857.08
Total Cost Day Porters	48	251	12,048	\$	\$
TOTAL COST FOR DAY PORTERS				\$ 262,284.96	
GROUP A - TOTAL COST 1st RENEWAL TERM				826,022.64	

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** ABM Industry Groups, LLC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

1136920

EEV/Basic Pilot Program* User Identification Number

ABM Industry Groups, LLC

BY: Authorized Officer of Agent (Insert Contractor Name)

Strategic Account Manager

Title of Authorized Officer or Agent of Contractor

Clay Jordan

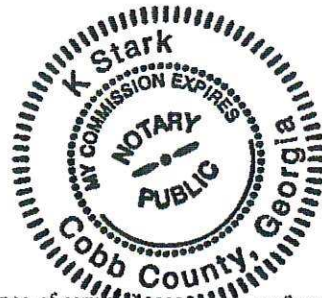
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 23 day of September, 2019

Notary Public: [Signature]

County: Cobb

Commission Expires: 01-05-2021



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[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].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

See attachment, Org Chart

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

In July 2017 we announced our intent to acquire GCA Services, completed in September of that year. GCA is a leading provider of facility services in the education and commercial industries, specializing in facilities maintenance, janitorial services, grounds management, vehicle services and outsourced workforce solutions. In 2016, ABM acquired Westway Services Holdings (2014) Ltd. ("Westway"), a provider of technical services in the United Kingdom. In October 2015, we divested our Security business in a sale of substantially all of the assets of this business to Universal Protection Service, L.P. for cash proceeds of \$131.0 million. This business was identified as strategically not aligned with our 2020 Vision.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

We have performed janitorial services for Fulton County Government for the last 3 years. ABM provides janitorial services to a wide variety of customers with revenue over \$45 million dollars throughout the greater Atlanta area.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

see attachment

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

NO

see attachment

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer),

been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 23 day of SEPTEMBER, 2019

ABM Industry Groups, LLC 9.23.19
(Legal Name of Proponent) (Date)

[Signature] 9.23.19
(Signature of Authorized Representative) (Date)

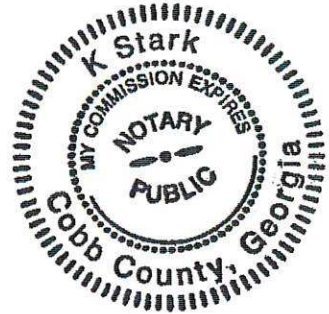
Strategic Account Manager
(Title)

Sworn to and subscribed before me,

This 23 day of September, 2019

[Signature]
(Notary Public) (Seal)

Commission Expires 01-05-2021
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: ABM Industry Groups, LLC


Performing work as: Prime Contractor X Subcontractor/Sub-Consultant _____

Professional License Type: Occupation Tax Registration Certificate

Professional License Number: 153195LGB

Expiration Date of License: 12/31/2019

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: SEPTEMBER 23, 2019

(ATTACH COPY OF LICENSE)

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Clay Jordan),
Name

Strategic Account Manager ABM Industry Groups, LLC
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Clay Jordan TITLE: Strategic Accounts Manger

SIGNATURE:  _____

ADDRESS: 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319

PHONE NUMBER: 404-807-1952 EMAIL: clay.jordan@abm.com

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	2				2													
FIRST/MID LEVEL OFFICIALS and MANAGERS	2				1		1											
PROFESSIONALS		1						1										
TECHNICIANS																		
SALES WORKERS	1							1										
ADMINISTRATIVE SUPPORT WORKERS	2							2										
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS	14	17					13	17	1									
TOTAL	21	18			3		14	21	1									

FIRM'S NAME: ABM Industry Groups, LLC

CONTACT NAME: Gene DiResta

EMAIL: gene.diresta@abm.com **PHONE NUMBER:** 770-206-0169

SUBMITTED BY: Gene DiResta

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name ABM Industry Groups, LLC

ITB/RFP Name & Number: 19RFP120741C-GS

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

EBO Plan

As part of our mission to provide you with the best facility services in the industry, ABM is strongly committed to diversity within our employment ranks and the people and companies we do business with.

We partner with select Minority and Women-Owned Business Enterprises (M/WBE) and Disadvantaged Business (M/WDBE) partners that not only attract world-class internal employees, suppliers, and subcontractors, but also help customers achieve diversity participation goals.

Our rich diversity is an integral part of the company's past, present, and future success, and directly impacts the services we provide. We strive to create an environment where employees feel valued and can contribute to their fullest potential.

ABM recognizes that diversity inclusion and how we treat each other provides distinct business advantages. In an increasing global marketplace, it is critical that the rich experiences, backgrounds, and skills of our diverse employee population are fully embraced to help us meet the many needs of our clients.

ABM is committed to providing equal employment opportunity to all applicants and employees in accordance with all applicable equal opportunity and affirmative action laws, directives, and regulations of Federal, State, and Local governing bodies and agencies thereof.

ABM will work with Fulton County Government to ensure minority participation goals are achieved. We will utilize local approved contractors and vendors who qualify under the minority status of the City, State, and Federal agencies.

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Janitorial Services (Selected Fulton County Facilities)

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the initiation of date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE - STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products/Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Bodily Injury & Property Damage Each Occurrence - \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY**
 (In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

5. **FIDELITY BOND AND CRIME**
 (Employee Dishonesty - Theft) Each Occurrence - \$100,000
 *Above to include 3rd Party Coverage

6. **CONTRACTOR'S POLLUTION LIABILITY** Each Occurrence - \$500,000

Certificates:

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Officials, Officers and Its Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 2010 (11/85) version, its' equivalent or on a blanket basis.

The Contractors insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, Georgia 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operation in conjunction with the Contract and/or Scope of Work.

SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

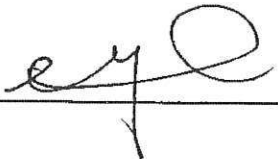
PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: ABM Industry Groups, LLC SIGNATURE: 

NAME: Clay Jordan TITLE: Strategic Account Manager DATE: 9.23.19



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. fka Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED ARM Industry Groups, LLC an ARM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: Indemnity Insurance Company of North America	43575	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: W15412315

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	XSL G71228988	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input checked="" type="checkbox"/> \$1,000,000 SIR						MED EXP (Any one person) \$ Excluded
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 6,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y	Y	ISA H25292510	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y		XOO G27910865 005	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WLR C65895857	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liab.			GPO G2454283A 004	05/01/2018	05/01/2021	Per Condition \$5,000,000 Program Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 10/28/2019 WITH ID: W13621875.

SEE ATTACHED

CERTIFICATE HOLDER
CANCELLATION

Fulton County Government Purchasing Department 130 Peachtree Street, S.W. Atlanta, GA 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc. fka Willis Insurance Services of Georgia, Inc.		NAMED INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: 17RFP103949C-CL: Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B).

Fulton County Government, Officials, Officers and Its Employees are included as Additional Insureds as respects General Liability and Automobile Liability (Umbrella Follows Form) as required by written contract with the Named Insured.

If required by the written contract or agreement with said Additional Insureds, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insureds shall be excess to and non-contributing to this insurance.

Waiver of Subrogation applies in favor of Additional Insureds as respects General Liability, Automobile Liability and Workers Compensation where allowed by law, as required by written contract with the Named Insured.

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: DON G23691188 006 EFF DATE: 11/01/2019 EXP DATE: 11/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employee Dishonesty/Fidelity	Each Occurrence	\$5,000,000

BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 9
Policy Symbol XSL	Policy Number G71228988	Policy Period 11/01/2019 TO 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent required by and in accordance with the terms of such written contract, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing and completed operations.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 5
Policy Symbol XSL	Policy Number G71228988	Policy Period 11/01/2019 to 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**Schedule****Organization****Additional Insured Endorsement**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number 6
Policy Symbol XSL	Policy Number G71228988	Policy Period 11/01/2019 to 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

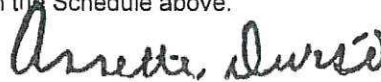
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**SCHEDULE**

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Agent

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol ISA	Policy Number H25292510	Policy Period 11/01/2019 TO 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

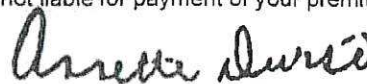
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H25292510	Policy Period 11/01/2019 TO 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

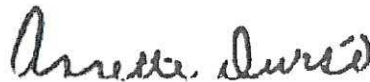
This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ABM INDUSTRIES INCORPORATED 4151 ASHFORD DUNWOODY ROAD SUITE 600 ATLANTA GA 30319	Endorsement Number
Policy Period 11-01-2019 TO 11-01-2020	Policy Number Symbol: WLR Number: C65895857 Effective Date of Endorsement 11-01-2019
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

EXHIBIT I

BONDING FORMS

- **Bid Bond**
- **Payment Bond**
- **Performance Bond**

REVISED BID BOND

**19RFP120741C-GS, Janitorial Services for Fulton County Government
Center Complex (Group A) and ~~Justice Center Facilities (Group B)~~**

**STATE OF GEORGIA
COUNTY OF FULTON**

KNOW ALL MEN BY THESE PRESENTS, THAT WE ABM INDUSTRY GROUPS, LLC

hereinafter called the PRINCIPAL, and TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of
Connecticut and duly authorized to transact Surety business in the
State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in
the penal sum of Five Percent of the Total Amount Payable by the Terms of the Contract
_____ Dollars and Cents (\$5% of the total amount payable ^{by the terms of the contract}) good and lawful money of the
United States of America, to be paid upon demand of the COUNTY, to which payment well and
truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly
and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for 19RFP120741C-GS, Janitorial
Services for Fulton County Government Center Complex (Group A) and ~~Justice Center Facilities~~
(~~Group B~~), a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the
PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the
COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon
the terms, conditions and prices set forth therein, in the form and manner required by the
COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to
the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in
form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to
be and remain in full force and virtue in law; and the SURETY shall upon failure of the
PRINCIPAL to comply with any or all of the foregoing requirements within the time specified
above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful
money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____
Five Percent of the Total Amount Payable by the Terms of the Contract _____ Dollars

(\$ 5% of the total amount payable) being in the amount of five percent (5%) of the Contract Sum.
by the terms of the contract
The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 18th day of September, 2019

ATTEST:

ABM INDUSTRY GROUPS, LLC

PRINCIPAL

Lu Ann Brinkley, Director Insurance Services

(SEAL)

BY 

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Harrison Anthony, certify that I am the Assistant General Counsel of the Corporation named as principal in the within bond; that Lu Ann Brinkley who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.


SECRETARY Assistant General Counsel

(CORPORATE SEAL)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

Donna Garcia, Attorney-In-Fact

(SEAL)

BY 

END OF SECTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

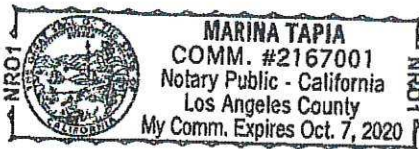
County of Los Angeles

SEP 18 2019

On _____ before me, Marina Tapia, Notary Public, personally appeared Donna Garcia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in blue ink, appearing to read 'Marina Tapia', written over a horizontal line.

Signature of Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna Garcia** of **LOS ANGELES** California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

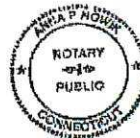
By: _____

Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of

SEP 18 2019

Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



Bid Bond



September 18, 2019

Tornesha Williams
ABM INDUSTRY GROUPS, LLC
4151 Ashford Dunwood Road, Suite 600
Atlanta, GA 30319

Re: FULTON COUNTY GOVERNMENT
Project: 19RFP120741C-GS, Janitorial Services for Fulton County Government Center Complex (Group A)
Estimated Contract Price: \$ 840,000.00
Bid Date: 9/24/2019
Surety: TRAVELERS PROPERTY CASUALTY GROUP

Dear Tornesha Williams:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Edward C. Spector
Record #2735066

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes ☐ No ☐

APPENDICES

- **APPENDIX 1: STAFFING PLAN**
- **APPENDIX 2: TECHNICAL COMPETENCE, EXPERIENCE & BUSINESS OPERATIONS**
- **APPENDIX 3: CLEANING SCHEDULE**
- **APPENDIX 4: ADDITIONAL REQUIRED INFORMATION**
- **APPENDIX 5: RATE SCHEDULE COMPLETION INSTRUCTIONS AND FORM**

APPENDIX 1 STAFFING PLAN

Size of crews (number of people) who will be providing janitorial services at each location

Group	Location	Size of Crew (# of People)	Hours Per Day (total for Crew)
A	Government Center	33	868
	Public Safety Building	1 full time - Day Porter 4 part time - evening janitors	24
	Health and Human Services	1 full time - Day Porter	8
B	Justice Center		
	Carnes Justice Center Building		
	Lewis Slaton County Courthouse		
	Judge Romae T. Powell Juvenile Justice Center		
	Georgia Department of Human Services (DHS)		

Contractor shall provide the above hours of service as the minimum service level. The hours estimated by Proposer to perform the work as specified herein will be compared against the County's estimate. The hours estimated by Proposer to perform the contract Scope of Work shall be a critical part of the proposal evaluation in determining the best responsive and responsible Proposer and award of contract.

APPENDIX 2

TECHICAL COMPETENCE, EXPERIENCE & BUSINESS OPERATIONS

(Additional sheets may be attached)

1. Number of years of continuous business operation performing janitorial service?

110 years

a. Is your company a:

(X) CORPORATION () PARTNERSHIP () SOLE PROPRIETOR

2. Describe your business base in the immediate geographical area (50 mile radius from

Fulton County Government Center) Our business base includes all of our services
such Business & Industry, Education, Aviation, Healthcare, Technical Solutions and
Technology & Manufacturing.

3. Provide the TOTAL NUMBER of square feet cleaned by your company under your 2018 contracts.

<u>X</u>	1 million plus sq. ft.	<u> </u>	500,000 to 999,999 sq. ft.
<u> </u>	250,000 to 499,000 sq. ft.	<u> </u>	100,000 to 249,999 sq. ft.
<u> </u>	50,000 to 99,999 sq. ft.	<u> </u>	20,000 to 49,999 sq. ft.
<u> </u>	8,000 to 19,999 sq. ft.	<u> </u>	under 7,999 sq. ft.

4. How many full-time employees do you currently have? 68,129

5. How many supervisors? 1,975

a. How many supervisors have had:

Less than 3 years supervisory experience	<u> </u>
3-5 years supervisory experience	<u> </u>
More than 5 years supervisory experience	<u> </u>

6. Effective communication between Contractor's employees and County staff is required. How will you address this requirement?

a. For Supervisors:

Daily interaction will be done via emails and daily phone conversations to ensure
everything is following properly.

APPENDIX 2

b. For Janitorial Staff:

Daily interactions will be done via direct contact and phone conversations as needed.

7. Describe frequency, types, and amount of training for:

Initial Training – New Employees: New employees receive daily, weekly and monthly training. New employees also go through orientation to learn the ABMWay. They will receive daily safety training and weekly task performance training.

On-going Training – Current Staff: Current employees receive daily safety training and weekly task performance training.

APPENDIX 2 OPERATION PLAN

1. Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe.

We have developed standards by which our employees will perform, and measure the results. Together with our clients, we develop standards of performance by which the quality of services can be measured. These standards are clear, concise, and measurable to allow us to track our performance against our client's service requirements. Our Quality Assurance program is based on documented procedures, regular inspections and frequent customer communications. ABM is committed to providing quality service that is based on total customer satisfaction and continuous improvement. We work with our clients to successfully implement a technologically driven and proven performance solution.

2. Describe your implementation/start-up plan(s) for this RFP.

See attachment for sample transition plan

3. Describe how your company provides relief personnel for employees who do not show up for work.

ABM would utilize cross training and utilize additional staff to compensate. We currently have a floater staff to assist during times relief is needed.

4. Describe how you would handle the Contract Management process.

Contract management process is handled through direct project management oversight as well as senior management. Monthly meetings are had with senior and direct project management to assist with the customers daily needs.

5. Describe your commitment to maintaining County facilities per the specifications and following the instructions provided.

ABM is committed to maintaining the county facilities per the specifications through the training and review of the specifications with the working staff on an on going basis.

APPENDIX 3
CLEANING SCHEDULE

CLEANING SCHEDULE

TABLE A - GENERAL CLEANING SERVICES TO BE PERFORMED		Frequency of Service
1	Empty waste baskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean waste receptacles and replace liners.	Daily
3	Remove refuse from sand urns and clean outside of containers.	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	Daily
5	Dust window sills and all other surfaces up to 72" high	Daily
6	Damp wipe all telephones and related equipment using antiseptic treated cloths	Daily
7	Clean all janitorial closets.	Daily
8	Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 72" high.	Daily
9	Dust all surfaces between 72" and 144" high.	Daily
10	Remove dirt and streaks from all surfaces between 72" and 144" high.	Weekly
11	Dust Venetian blinds.	Weekly
12	Remove debris & dust top of vending machines	Weekly
13	Empty recycle bins. Moves recycle paper in wheeled containers to designated area (and returns empty containers to normal locations).	As Needed
14	Vacuum upholstered furniture	Monthly
15	Clean Venetian blinds	Annually

APPENDIX 3

TABLE B - LAVATORY, LOCKER ROOM AND BATH ROOM CLEANING SERVICES TO BE PERFORMED		Frequency of Service
1	Empty waste baskets and all other trash receptacles, including sanitary napkin dispensers.	Daily
2	Clean waste receptacles/replace waste basket liners.	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures using high phenol coefficient germicidal cleaner (including showers).	Daily
4	Damp clean or polish and refill all dispensers.	Daily
5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers).	Daily
6	Clean & polish mirrors, bright work and enamel surfaces.	Daily
7	Clean walls and stall partitions (including showers).	Daily
8	Clean all baseboard and floor drain plates.	2x per Month
9	Machine scrub all floors (including showers). Lift all mats and waffle mats inside and outside showers. Clean bottom of mats and floor under mats using high phenol coefficient germicidal cleaner.	Weekly
10	Vacuum all vents.	Quarterly
11	Clean and Dust P-traps.	2x per Month

TABLE C – STAIRWELL CLEANING SERVICES TO BE PERFORMED		Frequency of Service
1	Sweep stairwells for all facilities	Daily
2	Mop stairwells at all facilities.	Weekly

APPENDIX 3

TABLE D - FLOOR CARE SERVICES TO BE PERFORMED		Frequency of Service
1	Vacuum all carpeted areas including edges, corners, rugs and all floor matting.	Daily
2	Sweep and/or dust mop all non-carpeted areas.	Daily
3	Mop spillages in all non-carpeted areas.	Daily
4	Mop all non-carpeted areas	Daily
5	Spot clean all carpeted areas.	Daily
6	Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance.	2xs per Week
7	Strip and refinish all hard flooring.	2xs per Year
8	Scrub and re-coat all floors.	2xs per Monthly
9	Shampoo and extract all carpeting	Quarterly

TABLE E - WINDOW CLEANING SERVICES TO BE PERFORMED		FREQUENCY OF SERVICE
1	Clean all interior window sills and surfaces up to 70".	Daily
2	Clean all entrance glass doors and windows, interior and exterior surfaces	Daily
3	Clean all other interior and exterior glass doors and windows.	Quarterly

TABLE F - EXTERIOR CLEANING TO BE PERFORMED		Frequency of Service
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Police and remove all debris and trash from entry ways, exterior grounds, parking lots and landscape areas.	Daily

APPENDIX 3

TABLE G – BREAK-ROOM CLEANING SERVICES TO BE PERFORMED		FREQUENCY OF SERVICE
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals.	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas.	Daily
6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2xs Week
8	Clean exterior of microwave oven, refrigerator & cupboards	2xs Week
9	Clean all light fixtures and vents	Monthly

TABLE H – HOLDING CELL CLEANING SERVICES TO BE PERFORMED		FREQUENCY OF SERVICE
1	Clean with a suitable germicidal disinfectant and deodorize lavatory fixtures. Clean surfaces around toilets	Daily
2	Sweep and mop floors using high phenol coefficient germicidal cleaner	Daily
3	Clean and polish mirrors, bright work, enamel surfaces, and glass windows	Daily
4	Spot clean walls and remove graffiti	Daily
5	Clean all baseboards and floor drain plates	Weekly
6	Clean glass covering recessed light fixtures	Monthly

APPENDIX 4

I. GROUP A – GOVERNMENT CENTER COMPLEX (Original Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Government Center					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	\$ 0.0816	\$ 37,825.35	12	\$ 453,904.24
Public Safety Building					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	\$ 0.0824	\$ 5,198.12	12	\$ 62,377.44
Health &Human Services					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	\$ 0.10185	\$ 2,522.52	12	\$ 30,270.22
TOTAL COST FOR JANITORIAL SERVICES				\$ 546,551.90	
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$ 21.13	\$ 212,145.20
Public Safety Building	4	251	1,004	\$ 21.13	\$ 21,214.52
Health &Human Services	4	251	1,004	\$ 21.13	\$ 21,214.52
Total Cost Day Porters	48	251	12,048	\$	\$
TOTAL COST FOR DAY PORTERS				\$ 254,574.24	
GROUP A - TOTAL COST ORIGINAL TERM				\$ 801,126.14	

APPENDIX 4

GROUP A – GOVERNMENT CENTER COMPLEX (1st Renewal Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Government Center					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	\$ 0.0842	\$ 39,030.57	12	\$ 468,366.84
Public Safety Building					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	\$ 0.0848	\$ 5,349.52	12	\$ 64,194.24
Health &Human Services					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	\$ 0.1049	\$ 2,598.05	12	\$ 31,176.60
TOTAL COST FOR JANITORIAL SERVICES				\$ 563,737.68	
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$ 21.77	\$ 218,570.80
Public Safety Building	4	251	1,004	\$ 21.77	\$ 21,857.08
Health &Human Services	4	251	1,004	\$ 21.77	\$ 21,857.08
Total Cost Day Porters	48	251	12,048	\$	\$
TOTAL COST FOR DAY PORTERS				\$ 262,284.96	
GROUP A - TOTAL COST 1st RENEWAL TERM				826,022.64	

APPENDIX 4

ADDITIONAL REQUIRED INFORMATION
(DO NOT INCLUDE IN BASE PROPOSAL AMOUNT)

A. Management Positions	FTES	HRLY Rate	Annual Cost
<i>Position (example)</i>	<i>0.0</i>	<i>\$</i>	<i>\$</i>
1 Salaried Manager	1	\$ 29.83	\$ 62,285.04
2			\$
3			\$
4			\$
5			\$
6			\$
Total Labor			\$ 62,285.04
Benefits and Taxes			
Payroll Taxes			\$ 4,852.00
Workers Comp Insurance			\$ 2,921.17
General Liability Insurance			\$ 685.13
Health and Wealth			\$ 2,130.15
Retirement			\$ 0
Total Benefits and Taxes			\$ 10,588.45
B. Hourly Positions	FTES	HRLY Rate	Annual Cost
<i>Position (example)</i>	<i>0.0</i>	<i>\$</i>	<i>\$</i>
1 Day Porter	4	11.32	\$ 129,794.46
2 Lead	1	12.50	\$ 35,835.51
3 General Cleaner	8	9.00	\$ 206,709.70
4 Floor Tech	1	11.00	\$ 31,465.32
5 Exterior Porter	1	11.50	\$ 33,213.40
6			\$
Total Labor			\$ 437,018.40
Benefits and Taxes			
Payroll Taxes			\$ 34,043.74
Workers Comp Insurance			\$ 20,496.16
General Liability Insurance			\$ 4,807.20
Health and Wealth			\$ 14,946.03
Retirement			\$ 0
Total Benefits and Taxes			\$ 74,293.13
Total Payroll (A + B)		\$ 584,185.02	

19RFP120741C-GS

Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

APPENDICES

APPENDIX 4

CUSTODIAL SERVICES

General Operating Expense	
<i>Example: Cost Item</i>	\$
Periodics	\$ 24,795.00
Transportation Cost	\$ 3,300.12
Small Tools	\$ 1,656.00
Background Checks	\$ 783.00
Consumables	\$ 120,060.00
Equipment Depreciation	\$ 1,773.00
Equipment Maintenance	\$ 164.40
Miscellaneous	\$ 1,080.00
Uniforms	\$ 1,650.00
	x 12
Total Operating Expense	\$ 155,255.52
Overhead (1.7 %)	\$ 13,078.63
Management Fee (6.7 %)	\$ 49,211.39
Total Fees	\$ 62,290.02
Total General Operating Expense	\$ 217,545.54
Total Custodial Services (Payroll +Total General Operating Expense)	\$ 801,730.56

APPENDICES

APPENDIX 4

NON-ROUTINE AND SPECIAL PROJECT WORK HOURLY RATES

Hourly Labor Rates listed below are to be fully loaded rates; to include wages, payroll taxes, insurance, fringe benefits, management fee and general operating costs.

Labor Classification	Loaded Hourly Labor Rate
Custodial	\$ 25.00 per/hr.

Management, Hourly Staffing and Specialty Positions

Adequate management, BOMA staffing and specific hourly positions experience has been deemed necessary on this project. Proposers should have adequate management to run this project independently and have specific custodial personnel by **January 1, 2020**.

APPENDICES

APPENDIX 5

RATE SCHEDULE COMPLETION INSTRUCTIONS AND FORM

The following rate sheet is for submission of Contractors proposed loaded hourly billing rates for each Job Classification for performance of the work specified. This information is requested so the County may conduct a cost analysis on the proposal for service. In addition, Contractor is requested to provide the unloaded hourly wage for each Job Classification and data regarding dollar value(s) of various loaded rate components as follows:

JOB CLASSIFICATION – Title of Contractor's employee.

LABOR BASE RATE (UNLOADED) – Hourly wage paid to Contractor's employee and compliance with Living Wage.

INDIRECT OVERHEAD EXPENSES (BURDEN OVERHEAD) – Hourly rate that represents expenses such as: office rent, utilities, sales commissions, management benefits, management sales, etc.

PROFIT MARGIN (MARK UP) – Hourly rate that represents profit margin to Contractor.

HOURLY BILLABLE RATE (LOADED) – Hourly rate that represents:

Wage + Benefits + Direct Overhead Expenses + Indirect Overhead Expenses + Profit Margin = Hourly Billable Rate

SCHEDULE OF CONTRACTOR'S LABOR BILLING RATES BY LABOR CLASSIFICATION

JOB CLASS/TITLE	RATE TYPE	BASE LABOR RATE	DIRECT & INDIRECT OVERHEAD	MARK UP	TOTAL HOURLY RATE
Lead	Straight Overtime	\$ 12.50	\$ 8.86	\$ 1.96	\$ 23.35
General Cleaner	Straight Overtime	\$ 9.00	\$ 6.38	\$ 1.41	\$ 16.79
Floor Tech	Straight Overtime	\$ 11.00	\$ 7.86	\$ 1.72	\$ 20.52
Day Porter	Straight Overtime	\$ 11.32	\$ 8.02	\$ 1.65	\$ 21.13
Exterior Porter	Straight Overtime	\$ 11.50	\$ 8.15	\$ 1.80	\$ 21.45

APPENDICES

APPENDIX 5

ADDITIONAL SERVICES AS PER REQUEST COST PER WORKER PER HOUR

1. Service during normal janitorial work hours on a weekday
with no less than twenty-four (24) hours' notice

25.00

2. Service outside normal janitorial work hours with no less
than twenty-four (24) hours' notice

30.00

3. Service during normal janitorial work hours on a weekday
with less than twenty-four (24) hours' notice

30.00

4. Service outside normal janitorial working hours with less
than twenty-four (24) hours' notice

35.00

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

DocuSigned by:
Mark Deal
30FFB31C501942D...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Mark Deal Regional VP

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Board of
Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. fka Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B: ACE Property & Casualty Insurance Company</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td style="text-align: center;">27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: Indemnity Insurance Company of North America	43575	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W15412315

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input checked="" type="checkbox"/> \$1,000,000 SIR						MED EXP (Any one person) \$ Excluded
	<input checked="" type="checkbox"/> XCU	Y	Y	XSL G71228988	11/01/2019	11/01/2020	PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 6,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H25292510	11/01/2019	11/01/2020	PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		XOO G27910865 005	11/01/2019	11/01/2020	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WLR C65895857	11/01/2019	11/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liab.			GPO G2454283A 004	05/01/2018	05/01/2021	Per Condition \$5,000,000 Program Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 10/28/2019 WITH ID: W13621875.

SEE ATTACHED

CERTIFICATE HOLDER

Fulton County Government Purchasing Department 130 Peachtree Street, S.W. Atlanta, GA 30303-3459	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 19218001

BATCH: 1563731

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc. fka Willis Insurance Services of Georgia, Inc.		NAMED INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Re: 17RFP103949C-CL: Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B).

Fulton County Government, Officials, Officers and Its Employees are included as Additional Insureds as respects General Liability and Automobile Liability (Umbrella Follows Form) as required by written contract with the Named Insured.

If required by the written contract or agreement with said Additional Insureds, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insureds shall be excess to and non-contributing to this insurance.

Waiver of Subrogation applies in favor of Additional Insureds as respects General Liability, Automobile Liability and Workers Compensation where allowed by law, as required by written contract with the Named Insured.

INSURER AFFORDING COVERAGE: ACE American Insurance Company**NAIC#:** 22667**POLICY NUMBER:** DON G23691188 006 **EFF DATE:** 11/01/2019 **EXP DATE:** 11/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employee Dishonesty/Fidelity	Each Occurrence	\$5,000,000

BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 9
Policy Symbol XSL	Policy Number G71228988	Policy Period 11/01/2019 TO 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent required by and in accordance with the terms of such written contract, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing and completed operations.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 5
Policy Symbol XSL	Policy Number G71228988	Policy Period 11/01/2019 to 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**Schedule****Organization****Additional Insured Endorsement**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number 6
Policy Symbol XSL	Policy Number G71228988	Policy Period 11/01/2019 to 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

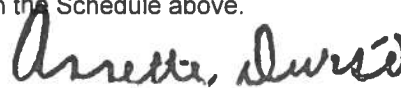
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**SCHEDULE**

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Agent

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol ISA	Policy Number H25292510	Policy Period 11/01/2019 TO 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

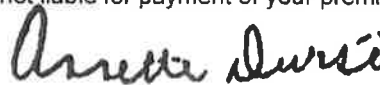
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H25292510	Policy Period 11/01/2019 TO 11/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ABM INDUSTRIES INCORPORATED 4151 ASHFORD DUNWOODY ROAD SUITE 600 ATLANTA GA 30319	Endorsement Number
Policy Period 11-01-2019 TO 11-01-2020	Policy Number Symbol: WLE Number: C65895857
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 11-01-2019
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A4A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D

Tonya R. Grier
Interim Clerk to the Board of
Commission

DocuSigned by:



(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

2277A2CEF73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

Joseph N. Davis

Director

Department

CONTRACTOR:

ABM INDUSTRY GROUP, LLC

DocuSigned by:

Mark Deal

30FFB31C501942D...

Mark Deal

Regional VP

Attest

Notary

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: Cobb

Commission Expires: 11/9/2024

(Affix Notary Seal)

Tornesha Williams
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires
01/09/2024

Please select RCS or RM from the checkbox

X RCS

ITEM#: 19-1151A	RCS: 12/18/2019	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached



Bond Number: 107104283

Effective: January 1, 2020 to January 1, 2021

REVISED PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [Insert Project Number and Project Name]

19RFP120741C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

"Principal:" (Legal Name and Business Address),

[Insert Name of Contractor (hereinafter called the "Principal")

ABM Industry Groups, LLC

4151 Ashford Dunwoody Rd, Suite 600, Atlanta, GA 303019

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Travelers Casualty and Surety Company of America

One Tower Square, Bond/5PB, Hartford, CT 06183

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 1st day of January, 2020, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] Eight Hundred One Thousand One Hundred Twenty-Six and 14/100s (\$801,126.14**)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work

progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this 12th day of February, 2020.

PRINCIPAL: ABM Industry Groups, LLC

Jessica E Morgan
President/Vice President (Sign)

Jessica Morgan, VP Risk and Safety

President/Vice President (Type or Print)

Attested to by:

Chris Ridge
Chris Ridge

SURETY: Travelers Casualty and Surety Company of America

By:

Simone Gerhard
Attorney-in-Fact (Sign)

Simone Gerhard, Attorney-In-Fact

Attorney-in-Fact (Type or Print)

END OF SECTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

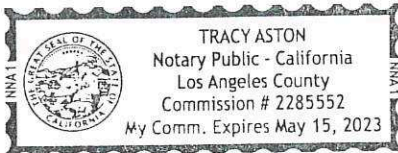
State of California

County of Los Angeles

On FEB 12 2020 before me, Tracy Aston, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Tracy Aston, Notary Public



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Simone Gerhard**, of **Los Angeles, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of

FEB 12, 2020



 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Bond Number: 107104283

Effective: January 1, 2020 to January 1, 2021

REVISED PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [Insert Project Number and Project Name]

19RFP120741C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

"Principal:" (Legal Name and Business Address),
called the

[Insert Name of Contractor (hereinafter
"Principal")

ABM Industry Groups, LLC

4151 Ashford Dunwoody Rd, Suite 600, Atlanta, GA 303019

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Travelers Casualty and Surety Company of America

One Tower Square, Bond/5PB, Hartford, CT 06183

duly authorized by the Commissioner of
Insurance of the State of Georgia to
transact surety business in the State of
Georgia.

"Contract:" Agreement between Principal and Owner, dated 1st day of January,
2020, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] Eight Hundred One Thousand One Hundred Twenty-Six and 14/100s (\$801,126.14**)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or

remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this 12th day of February, 2020.

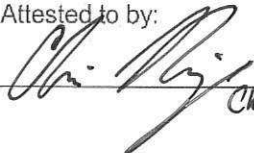
PRINCIPAL: ABM Industry Groups, LLC


President/Vice President (Sign)

Jessica Morgan, VP Risk and Safety

President/Vice President (Type or Print)

Attested to by:


Chris Ridge

SURETY: Travelers Casualty and Surety Company of America

By: 

Attorney-in-Fact (Sign)

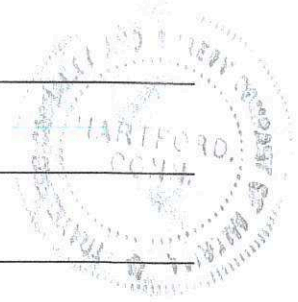
Simone Gerhard, Attorney-In-Fact

Attorney-in-Fact (Type or Print)



Secretary/Assistant Secretary (Seal)

Marina Tapia, Witness



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

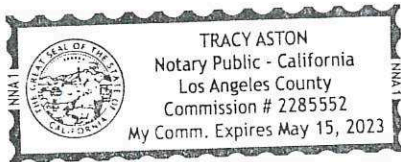
State of California

County of Los Angeles

On FEB 12 2020 before me, Tracy Aston, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Tracy Aston, Notary Public



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Simone Gerhard**, of **Los Angeles, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of

FEB 12, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

19RFP120741C-GS

**Janitorial Services for Fulton County Government
Center Complex (Group A) and Justice Center
Facilities (Group B)**

For

Department of Real Estate and Asset Management

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONTRACTORS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT I:	<u>BID BOND</u>
EXHIBIT J:	<u>PAYMENT AND PERFORMANCE BONDS</u>

APPENDICES

- APPENDIX 1: STAFFING PLAN
- APPENDIX 2: TECHNICAL COMPETENCE, EXPERIENCE & BUSINESS OPERATIONS
- APPENDIX 3: CLEANING SCHEDULE
- APPENDIX 4: COST PROPOSAL FORM
- APPENDIX 5: RATE SCHEDULE COMPLETION INSTRUCTIONS AND FORM

CONTRACT AGREEMENT

Contractor: **American Facilities Services, Inc.**

Contract No.: **19RFP120741C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)**

Address: **1325 Union Hill Industrial Court, Suite A**
City, State **Alpharetta, GA 30004**

Telephone: **(770) 740-1613**

Email: **kmccann@amfacility.com**

Contact: **Kevin McCann**
President

This Agreement made and entered into effective the 1st day of January, 2020 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **AMERICAN FACILITIES SERVICES, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Janitorial Services for Fulton County Government Justice Center Facilities (Group B), hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;

- X. Exhibit H: Insurance and Risk Management Forms
- XI. Exhibit I: Bonds

ARTICLE 2.

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 18, 2019 Item #19-1151(B).

ARTICLE 3. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to perform all janitorial services and the labor, tools, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, urinal screens and other required supplies) and equipment necessary to provide the highest quality of janitorial services for the County's Justice Center Complex (Group B). All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 5. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 6. DELIVERABLES

Contractor shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Contractor shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Contractor in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 7. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 8. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 9. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 10. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January, 2020, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2020. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and

such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 11. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$1,239,838.00 (One Million Two Thirty Nine Thousand Eight Hundred Thirty Eight Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract. Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-Contractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or sub-Contractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-Contractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status.

Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONTRACTORS**

Contractor will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with other Contractors under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by County employees. Contractor shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Contractor in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Contractor's acts, errors, or omissions in the performance of professional services, the Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the

County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports,

maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any sub-Contractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Contractor and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk

Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade

secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-Contractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, Suite G119
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303

Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004
Telephone: (770) 740-1613
Email: kmccann@amfacility.com
Attention: Kevin McCann, President

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Contractor within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government

141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Contractor will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Contractor will be promptly paid by County.

Payment of Sub-Contractors/Suppliers: The Contractor must certify in writing that all sub-Contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-Contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-Contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had 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.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

**AMERICAN FACILITY SERVICES,
INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Kevin McCann
President

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **AMERICAN FACILITY SERVICES, INC.** Control Number: **K108611**
 Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**
 Business Purpose: **NONE**
 Principal Office Address: **1325 UNION HILL INDUSTRIAL CT, SUITE A, ALPHARETTA, GA, 30004-5693, USA** Date of Formation / Registration Date: **5/15/1991**
 State of Formation: **Georgia** Last Annual Registration Year: **2019**

REGISTERED AGENT INFORMATION

Registered Agent Name: **BCS Corporate Services, Inc.**
 Physical Address: **1001 Cambridge Square, Suite D, Alpharetta, GA, 30009, USA**
 County: **Fulton**

OFFICER INFORMATION

Name	Title	Business Address
KEVIN MCCANN	CEO	1325 Union Hill Industrial Court Suite A, Alpharetta, GA, 30004, USA
Harold Angel	Secretary	1325 Union Hill Industrial Court, Suite A, Alpharetta, GA, 30004, USA
Harold Angel	CFO	1325 Union Hill Industrial Court, Suite A, Alpharetta, GA, 30004, USA

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[Filing History](#)

[Name History](#)

[Return to Business Search](#)

ADDENDA

19RFP120741C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)
September 5, 2019

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned Proposers acknowledges receipt of this Addendum by returning one (1) copy of this form with the Proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Tuesday, September 24, 2019 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, 12th day of September, 2019.

American Facility Services, Inc.
Legal Name of Proposers


Signature of Authorized Representative

Vice President
Title

19RFP120741C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)
September 18, 2019

ACKNOWLEDGEMENT OF ADDENDUM NO. 2.

The undersigned Proposers acknowledges receipt of this Addendum by returning one (1) copy of this form with the Proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Tuesday, September 24, 2019 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, 19th day of September, 2019.

American Facility Services, Inc.
Legal Name of Proposers


Signature of Authorized Representative

Vice President
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia

“Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide all janitorial services and the labor, tools, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, urinal screens and other required supplies) and equipment necessary to provide the highest quality of janitorial services for the County's Justice Center Complex (Group B) which consists of five (5) facilities: Justice Center Tower; Carnes Justice Center Building; Lewis Slaton Fulton County Court House; Judge Romae T. Powell Juvenile Justice Center and Georgia Department of Human Services (DHS).

Project Location

The location of the Justice Center facilities (Group B) are as follows:

1. Justice Center Tower - 185 Central Avenue, SW, Atlanta, GA 30303
2. Carnes Justice Center - 160 Pryor Street, SW, Atlanta, GA 30303
3. Lewis Slaton Courthouse - 136 Pryor Street, SW, Atlanta, GA 30303
4. Judge Romae T. Powell Juvenile Justice Center - 395 Pryor Street, SW, Atlanta, GA 30312
5. Georgia Department of Human Services - 5710 Stonewall Tell Road, Union City, GA 30291

Core operating hours are 8:30 a.m. to 5:30 p.m. Monday-Friday. These locations require Day Porter support and night cleaning. In SW, Atlanta and Union City, in some instances, weekend cleaning (i.e. Fulton County Sponsored Events) may be required.

Project Scope

All materials shall be of the highest quality, correct type, size, and design. Contractor shall provide all management, customer service, labor, materials, equipment, and other supplies necessary to provide clean buildings and work environments in a responsible, safe, cost efficient, and environmentally friendly manner. Contractor shall be responsible for general cleaning of all restrooms, offices, cubicles, carpet spot and restorative cleaning, vacuuming, locker rooms, window/glass cleaning, which is inclusive, but not limited to just these areas, but all cleanable footage in the Groups.

The County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor' performance will be evaluated in terms of the cleaning results achieved and the delivery of service based upon a schedule proposed by Contractor for each facility in each Group. All interpretations of these requirements shall be made upon the basis of this statement, with the County's interpretation prevailing. It is the Contractor's responsibility to ensure that their proposal for any facility has been calculated to include all appropriate services.

A. Background Checks Required

Contractor shall conduct a Georgia Criminal Investigation Checks (GCIC), at Contractor's expense on all employees, including sub-Contractor, assigned to clean both Groups A and B. Contractor submitting a proposal for Group B (Justice Center facilities) shall, also, conduct a cross check with the National Crime Information Center (NCIC) along with Fingerprint Cards by Contractor at Contractor's expense on all employees and subcontractors. Employees may be temporarily assigned to Justice Facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance and Fingerprint Card completion. The GCIC shall be completed and forwarded to the Contract Administrator or designated County representative for review and approval prior to the start date of the contract. No employee may work at any Fulton County Facility prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employees on this contract. If awarded, failure to abide by the established rules mentioned above (Background Checks Required) can result in termination.

B. Day Porters

Day porters are normally required at the Government and Justice Facilities during the hours they are open. Contractor shall propose an hourly rate for providing this service. The number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby/reception areas, glass doors, etc., and responding to emergency cleanups. They are, also, required to work with Fulton County to ensure that recycling goals are met. The majority of cleaning duties (Cleaning Schedule—Tables A thru H) are to be accomplished after normal operating hours of each facility.

1. **Management and Hourly Worker Training Plan** – Contractor shall describe the management, supervisory and hourly training and development programs that will be implemented for this project. Response shall include a copy of the Training Plan, which shall include the number of hours each employee shall complete and how the training will meet the expectations of the County.
2. **Contractor's Office** – Contractor shall provide proof (lease agreement or proof of ownership) that they have established, or will establish, an office within a twenty-five (25) mile radius of the project locations.
3. **Proposed Equipment List** – Contractor shall submit a list of equipment proposed for use on this project. Response shall include the manufacturer, model number, quantity and age of equipment.
4. **Use of Subcontractors** – Contractor(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to

assume toward Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against Contractor that the Contract, by these Documents has against the County. Wherever appropriate, Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein. In the event that a subcontractor fails to perform as required according to the Contract, Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the subcontractor's work and shall be performed by Contractor working directly for the County.

C. SERVICE REQUIREMENTS

The following is a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the Contractor. Contractor must show that they are capable of delivering services equal to or better than these minimum service levels. While the County has made every effort to cover all the requirements in the Cleaning Schedule, we cannot guarantee that all elements have been specified. In cases where this has not been done, Building Owners and Managers Association (BOMA) cleaning standards, along with the best commercial practices shall prevail.

1. PERSONNEL:

Employees - Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of employees employed in accordance with established Building Owners and Managers Association (BOMA) standards to adequately provide the proper cleaning services to meet contractual specifications, (County has provided , in writing, the expected total of employees and/ or hours required to adequately clean the facilities and meet Fulton County standards), the County, or it's designated representative, can demand that the proper amount of personnel be assigned to each Facility to obtain the proper cleaning required by the Contract. Failure by the Contractor to continue to meet the required total of employees can be grounds for

termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

Safety Training and Education – Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or to use poisons, caustics, Blood borne Pathogen Protection Kits and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Contractor will maintain MSDS at each location. Contractor will ensure that employees are trained on the building evacuation plan.

A formal training plan utilizing Occupational Safety and Health Administration (OSHA) standards must be written and forwarded to the Contract Administrator, or County designated representative. Written verification of past and future training sessions must also be submitted. The Contract Administrator, Building Services Supervisor or Inspector, must be notified of training in advance and may attend training sessions.

Protection –Contractor shall take all necessary precautions (i.e. safe commercial practices, safe acts, safety classes, safety equipment, safe supplies, etc.) to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or any subcontractor at any level working under this contract.

Supervision - Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the County or the designated County Representative. If proper supervision is not available, due to unforeseen acts or circumstances beyond Contractor's control, the assigned employee(s) must be fully conversant in English. **Supervisory employees must be fully conversant in English.**

Additional Requirements:

Contractor, and their proposed on-site supervisory personnel, shall attend

a required orientation to be conducted by the County's representative to brief them on the County's functions and tour the respective building facilities awarded by this contract. The same will be required of contract employees once cleared for work.

Contractor shall be responsible for all damages caused by Contractor's employees and/or equipment. A full damage report of the facts and extent of damage shall be provided verbally within one (1) hour and, in writing, twenty-four (24) hours of occurrence. Damage caused by others shall be reported to the County's representative and security.

Contractor shall comply with OSHA and other regulatory agency requirements and maintain accurate records and reporting on all accidents, resulting in death, trauma, occupational illness or injury. Reporting shall be made verbally within one (1) hour of occurrence and in writing twenty-four (24) hours of occurrence. Damage caused by others shall be reported to the County's representative and security.

Quality service that is in accordance with industry standards and practices shall be applied throughout the life of this contract.

D. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

The County will furnish the following:

1. Electrical power at existing outlets for the Contractor to operate equipment.
2. Hot and cold water as necessary.
3. Space within the building commensurate with the Contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets, where available.

B. Furnished by Contractor

Contractor shall furnish the following:

1. All cleaning supplies, materials, equipment and employee training necessary for the performance of the work of this contract unless otherwise specified herein, and all substances shall be used in accordance with manufacturer's recommendations. Response shall include stocking and restocking schedule for each. Cleaning chemicals shall be non-toxic and environmentally friendly. Contractor shall include a list of all chemicals proposed to be used to clean.

The Contract Administrator shall approve Contractor's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on County property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing CAUTION or WARNING labels) have been furnished to

the Contract Administrator. Contractor shall use recycled products to the greatest extent possible.

Mandatory Chemicals

High phenol coefficient germicidal cleaner	
Degreaser/germicidal disinfectant	
Sanitizers	Furniture Polish
Germicides	Graffiti Remover
All Purpose Cleaners	Gum Remover
Glass Cleaners	Carpet Cleaner
Brass Cleaner	Body Fluid Kit
Fabric Cleaners	Pool Surface Cleaner
Deodorizers	Hard Floor Cleaner
Hard Floor Finisher	Hard Floor Stripper
Marble/Stone Cleaner	Marble/Stone Enhancer

Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.

Any material being used which is not achieving desired results will be replaced with a more effective product.

- 2. All necessary cleaning equipment, including, but not limited to, power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by Contractor. Such equipment shall be of the size and type customarily used for work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within seventy-two (72) hours. Propane driven equipment is banned.
- 3. All equipment needed must perform the job in accordance with industry and OSHA standards. All vacuums shall meet or exceed Carpet and Rug Institute (CRI) requirements for efficiency and have a High-Efficiency Particulate Air (HEPA) or high filtration system to maintain indoor air quality. (See <http://www.carpet-rug.org/>). A list of equipment proposed shall be included with Contractor's response.
- 4. Contractor's contracted personnel shall be issued a temporary Fulton County ID Badge before working in any County facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. Penalties for Non-Performance describes in detail the actions that will apply for non- compliance.

Supplies installed on County property by Contractor become the property of the County. These supplies and materials shall be of a quality and type customarily utilized by other Contractor engaged in the profession of providing janitorial services. Two (2) weeks prior to the contract start

date, Contractor shall submit a list of proposed supplies providing the name of the manufacturer, the brand name, and intended use of each of the materials proposed to be used in the performance of the work. All janitorial services described within the contract must be performed in accordance to specifications. If at any time there are questions regarding County expectations, Contractor must contact the Contract Administrator or County designated representative (i.e. Building Services Manager/Supervisor or Inspector) for guidance or clarification.

C. Restroom Cleaning:

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures shall be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal, veridical, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets shall be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and shall be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles shall be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags shall be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material shall be borne by the Contractor.
3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens, deodorant blocks and feminine hygiene products. All rolls and dispensers shall be filled and trash receptacle shall be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans.
4. **Restroom cleaning, and restocking, shall be provided as many times as necessary daily to maintain cleanliness.**

D. Floors

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.

2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.
3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.
5. **Waxing Floors:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas.
7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extracting. Utilizing a method suitable for the type of carpet or rug, remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearances and not result in excessive fuzziness from the extract process. All nap should lie in the same direction and discoloration should not be apparent. Dry cleaning methods should be employed whenever appropriate.

Contractor shall comply with the cleaning regulations found in The Carpet and Rug Institute, Cleaning and Maintenance industry standards. (<http://www.carpet-rug.org/>)

9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
10. **Stripping and Refinishing Hardwood Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
11. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

E. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
2. **Low Dusting:** Dust all surfaces within seventy-two (72) inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. **High Dusting:** Dust all surfaces above seventy (70) inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.

5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.
6. **Metal Cleaning and Polishing:** Clean all chrome, brass and metal items with a material suitable for cleaning. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within forty-eight (48) hours of removal. Dust or vacuum drapes in between washing cycle. Drapes and blinds must be free of dirt, dust and grime.

F. Waste Removal

1. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
2. **Recycling Program:** Contractor shall work with the County to assure that the recycling goals are met. This will include checking recycle bins to ensure that correct items are placed in each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to

a designated area on a daily basis. The collection area for the waste and recycle materials shall be maintained free of debris and the collection container shall not be allowed to overflow. The plan should include how the respondent will train employees on handling recyclable materials.

G. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime, or residue remains on the inner or outer surface of the receptacles.
2. **Emptying and Cleaning Ashtrays and Urns:** Empty and clean all ashtrays and urns in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

- H. Break Room Cleaning:** Empty all trash and waste receptacles/recycle bins in break room. Replace all waste can liners. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards. Clean sofas and couches with a suitable chemical. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers as needed.

I. Special Areas

1. **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock and Court House Entryways and steps:** Utilizing a high pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces. This applies to all County facilities that have a garage and/or loading dock (i.e. Government Center, Justice Center, Juvenile Court, Central Library, etc...).
2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish all metal surfaces in accordance with the standard for metal polishing. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash

and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.

3. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials.
4. **Fitness Center Cleaning:** The Fitness Center is considered clean when all areas are clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture. Fitness Center cleaning includes vacuuming, sweeping, scrubbing and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, wash basins, shower stalls, mirrors and waste receptacles/recycle bins. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles/recycle bins and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
5. **Holding Cells:** Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold, and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks, and spots. This includes doors, doorframes, and molded seating areas. Window or glass view areas will be cleaned and present clear, streak-free surfaces. Project/Site Manager will coordinate with Police Department and Contract Administrator to establish cleaning times.
6. **Courtrooms:** In addition to the normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted up, any debris removed, and all surfaces of bench and pad properly cleaned.



AFS PROPOSAL 19RFP120741C-GS Janitorial Services

Summary of proposed service improvements for Group B

Listed below are our best and final offers as discussed on November 13, 2019. The following BAFO will become a part of the Scope of Work.

COMMITMENT TO IMPROVE SERVICES DURING 2020

- AFS will be updating major equipment
- AFS will provide additional labor for day and night services
- AFS will add one additional Quality Control Inspector
- AFS will add one additional Floor Tech
- AFS will be providing blue recycling containers

SERVICE LEVEL IMPROVEMENTS

- 1) Better Day Porter support
 - AFS will provide more daytime supervision and staff
- 2) More Floor Techs
 - AFS will provide additional floor tech and a detailed floor work schedule
- 3) Stronger Quality Control
 - AFS will provide all QC inspectors with monthly training
- 4) Less deficiencies
 - More QC Inspections, better follow-up and communication
- 5) Better adherence to scheduled periodic work
 - AFS will put together thorough schedules for weekly, monthly, quarterly and semi-yearly work

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Contractor must be fully operational and ready to assume responsibilities for this contract and begin cleaning facilities on **January 1, 2020**, after notification of approval of award by the Fulton County Board of Commissioners and attendance at a Post Award Conference, where the Notice to Proceed (NTP) will be issued. Employees assigned to clean the County's facilities may not begin work prior to the approval of the GCIC and/or NCIC, Fingerprint Card, and receipt of a Fulton County issued Temporary ID Card. Failure to adhere to these timelines shall be grounds for termination of this contract.

A. Proposal Requirements:

Contractor shall provide a detail approach on their ability to organize and manage janitorial projects based upon the large square footage required by this proposal. Contractor shall provide the following requirements for this RFP. **Please note that if something is not addressed Contractor may note it in their response as to how Contractor shall approach the project.**

Contractor shall provide the following:

1. **Management Plan** – Contractor shall describe a specific management plan for assuming responsibility for managing and operating the janitorial operations for the County for the Group that Contractor's proposal is submitted for.
2. **Implementation Plan** – Contractor shall submit a detailed implementation plan on how they will proceed with the services required under this RFP. Response shall include dates for beginning and completion of staffing; ordering of supplies, equipment and uniforms for staff; schedule of work task and frequency and all other areas that will demonstrate Contractor's grasp of the project.
3. **Staffing Plan, Qualifications and Resumes** - Contractor shall provide details on the qualifications for their proposed personnel, including Administrative, Project Manager and Supervisory personnel. Response shall include resumes (not to exceed two(2) pages) for key personnel, any training proposed key personnel has had with building fire alarm and security systems procedures and number of years key personnel has had in the position being proposed for this project. If personnel are not currently in Contractor's employ, Contractor shall submit a job description with the qualifications they will seek to fill each contracted position. Contractor shall provide a list of personnel cleared to work in secured and non-secured areas by **December 15, 2019**. (See Section 3.4, A. Background Checks) The County shall require interviews with site management personnel prior to the implementation of this contract. **The County shall have the final approval on all proposed employees of Contractor.**
4. **Organizational Chart** – Contractor shall provide an organizational chart that shows Contractor's support management for this contract beginning with the Chief Operating Officer, Management, Supervisors and hourly workers assigned to this project. The chart shall clearly delineate the

parties' responsibility and how they shall communicate with the County's Administrator for this project.

5. **Quality Control (QC) Plan** - Contractor shall submit a comprehensive quality control plan that shall assure that all facilities are maintained at all times at the level of cleanliness defined in this RFP. The plan may be evaluated for effectiveness by a Fulton County Building Services Supervisor/Manager or Inspector prior to start date of contract and may be re-evaluated and revised at any time during the life of the contract. At a minimum, the Quality Control Plan shall include the following information:

- a. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Building Service Supervisor/Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required;
- b. Method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
- c. A suitable method for inspecting and recording infrequently performed services;
- d. Show the action(s) necessary to prevent unsatisfactory service(s) from recurring; and
- e. A suitable way to inform Fulton County's representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly, dispensers not operating properly, etc.).

Failure to implement the approved QC Plan and pursue it diligently from the commencement of the contract, severe lack of response to inquiries, or lack of communicating with designated County Staff may be considered grounds for default.

5. **Key Control and Security Plan** – Contractor shall detail the following:
- a. Handling and control of keys, access cards and electronic security codes issued/made known to Contractor under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends; and
 - b. Identify who shall have the responsibility for all keys and access cards. Contractor's plan to obtain keys and access cards from personnel who are terminated. Contractor shall be responsible for all keys and access cards issued to them. Contractor shall replace all lost and broken keys and access cards at Contractor's expense. In the event the loss of keys and access cards requires lock replacement, the cost of replacing locks of the same or higher security requirements shall be Contractor's responsibility.

In facilities with electronic alarms systems, Contractor shall be responsible for paying any fines assessed for law enforcement's response to false alarms attributable to Contractor's employees.

Contractor's Employees must sign in and out of facilities with Security Guards are in place and, if requested by security, submit to a bag(s) inspection. Contractor's Employees must also sign in and out of facilities where Security Guards are not utilized.

6. **Pilferage of Items and Vandalism** – Contractor shall submit a plan on how they propose to insure that valuable items are not broken, abused or stolen. Failure to control pilferage and vandalism may be grounds for termination of this contract. Employees must have a background check completed prior to working on County property. The cost of replacing any items stolen or broken by Contractor's employees shall be charged to the Contractor and Contractor shall reimburse/replace the item(s) to the County within ten (10) business days or payment shall be subtracted from the next scheduled payment to Contractor by the County.

7. **Non-Performance** - If a deficiency is not properly addressed within the correction period given or if the same problem recurs, the County will withhold **one percent (1%)** from the next invoice payment.

Any decision to invoke the penalties delineated in this section will be made solely by the County's Area Managers or the Administrator, Public Buildings & Grounds of DREAM or a designated representative.

No monies will be withheld without prior written notification to the Contractor by the Greater Fulton or Central Fulton Area Managers or the Administrator, Public Buildings & Grounds of DREAM.

Contractor shall be notified in writing of the intent by the County to invoke a penalty. Contractor has three (3) business days to respond, in writing, to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification may be grounds for termination of the contract. The written response shall include verification and documentation of Contractor's adherence to the Quality Control Plan and will be subject to evaluation and modification by DREAM to meet the County's needs.

8. **Penalties for Non-Performance** - The amount of monies withheld will be based on the square footage of the portion of the facility which was not properly cleaned. Any area which has not been properly cleaned (even if it was partially cleaned) shall be considered to be "not properly cleaned".

If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage which has not been properly cleaned.

The amount withheld shall be calculated daily beginning the day after the stipulated correction date.

The amount withheld shall be the "cost per cleanable square foot per day" times the number of square feet affected by the deficiency times the number of days the deficiency continues to exist. The amount withheld shall be cumulative.

Calculation of amount to be withheld shall continue until the County's Contract Administrator certifies in writing that the deficiency has been cured or until Contractor's Bonding Company has been notified to take

appropriate action under the terms and conditions of the Contractor's Performance Bond.

These factors will be recalculated for renewal years if bid price is different. Back charges for Corrective Actions by the County or its' Designated Representative shall be applied.

If, under the provisions of this Contract, Contractor is notified by the Building Services Supervisor/Manager and/or County Representative to correct defective or non-conforming work, and Contractor states, or by its actions, indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, the Building Services Supervisor/Manager and/or County Representative may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of non-conforming work by the most expeditious means available and back charge Contractor for the actual costs incurred. Furthermore, if the Building Services Supervisor/Manager and/or County Representative agrees to, or is required to, perform work for Contractor, such as cleanup, off-loading or completion of incomplete work, the Building Services Supervisor/Manager and/or County Representative may, upon written notice, perform such work by the most expeditious means available and back charge Contractor for the actual costs incurred.

The actual cost of back charge work shall include: (1) incurred labor costs, including all payroll additives; (2) incurred net delivered material costs; (3) incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action; (4) equipment and tool rentals at prevailing rates in the Jobsite area; and a factor of thirty-five percent (35%) applied to the total of items 1 through 4 mentioned above for overhead, supervision and administrative costs.

If a Day Porter fails to show for all or part of a scheduled assignment, a deduction shall be made at the hourly rate. If a County Employee/County Representative is utilized in their absence, then a deduction of their pay rate shall be made for appropriate back charges. The deduction will be made by the Building Services Manager/Supervisor on the present/next Monthly Invoice depending on when the incident occurred. All deductions regarding Day Porter deductions may be discussed with the Building Services Manager/Supervisor.

Contractor's failure to properly perform "Daily" tasks will be penalized by withholding the appropriate amount of money from the relevant invoice along with the appropriate back charges. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good along with the appropriate back charges, if any.

The safety and welfare of our citizens and the security of all facilities is a top priority throughout Fulton County. Therefore, it is essential that all contracted personnel receive a GCIC. If assigned to Justice Facilities, they must also obtain a GCIC and NCIC, along with a Fingerprint Card. Once these requirements are met, they will receive a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County

facilities. If a contracted employee, who has been issued a Fulton County ID, is found to not have the ID in their possession while working at a County facility, or bring relatives/unauthorized personnel in any County Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:

First Occurrence- Written warning; temporary removal from the building until the proper ID is retrieved, removal of unauthorized personnel, and \$50 fine assessed to the Contractor.

Second Occurrence- Written warning to Contractor requesting that the offender is not allowed to work on Fulton County property and \$100 fine assessed to the Contractor. Also, County may exercise its option to offer the affected facility to the next lowest Contractor if it is considered to be in the best interest and safety of the County

9. **Contingency Plan** – Contractor shall provide a contingency plan for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-Contractor, if applicable, fail to provide service, or other problems arise.

Failure to implement the approved plan and pursue it diligently from the commencement of the contract may be considered grounds for default.

B. Reporting Requirements:

Contractor shall provide the following reports for this contract:

1. **Deficiency Reporting**

Contractor shall provide a detailed plan to handle deficiencies reported to Contractor's Project Manager/Supervisor by the County's Building Services Manager/Supervisor, or his/her designee, for the affected facility immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Building Services Manager/Supervisor will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.

Contractor's Project Manager shall provide a written response to the Building Services Manager/Supervisor no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. The response shall include the steps taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular Building Services Manager/Building Services Supervisor and Contractor's Project Manager meeting to ensure that they have been completely resolved. **Failure to submit written responses may result in an adverse Contractor Performance Report.**

Contractor shall submit a corrective action plan within two (2) business days upon receipt of a Deficiency Notice from the Building Services Manager/Supervisor. If Contractor's response is deemed an acceptable

corrective action and/or timeframe by the Building Services Manager/Supervisor, Contractor shall submit a report when the corrective action has been completed. If the response is unacceptable, the Building Services Supervisor shall notify the County's Contract Administrator, in writing. The Contract Administrator shall follow the steps in this RFP relating to non-performance to redress the deficiency.

Contractor shall be allowed to redo a service upon notification. However, the County reserves the right to consider any required repeat service as a failure to perform. The County's Contract Administrator shall determine when the level of service has progressed to an unsatisfactory level.

2. Incident Reporting

All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each incident report which the Contractor (or subcontractors at any level) submits to their insurance carriers in regard to incidents and accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the incident or accident occurred. Report of injury must be documented in accordance with OSHA standards, and a copy of the OSHA form 400 shall be immediately forwarded to the Contract Administrator.

3. Sample Reports

Contractor shall submit samples of the following reports/checklists for this contract:

1. key control report;
2. quality control report;
3. staff security sign-in sheet;
4. training calendar;
5. periodic schedule;
6. completed projects calendar acceptable to the County to record inspections; and
7. sample checklist.

All reports/checklists shall be submitted to the County's Contract Administrator for this RFP at the bi-weekly meetings. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$1,239,838.00. The detailed costs are provided below:

APPENDIX 4

GROUP B PRICING SHEET

II. GROUP B – JUSTICE CENTER COMPLEX (Original Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$ 0.07425	\$ 38,357.55	12	\$460,290.60
Carnes Justice Center Building					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$ 0.07425	\$ 8,881.27	12	\$106,575.24
Lewis Slaton County Courthouse					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$ 0.07425	\$ 17,128.58	12	\$205,542.96
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$ 0.07425	\$ 9,873.17	12	\$118,478.04
Georgia Department of Human Services (DHS)					
Total Sq. Ft.	98,200				
Cleanable Sq. Ft.	82,488	\$ 0.07425	\$ 6,124.73	12	\$ 73,496.76
TOTAL COST FOR JANITORIAL SERVICES				\$	964,383.60
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Justice Center Tower Carnes Justice Center Bldg. Lewis Slaton Courthouse	56	251	14,056	\$ 11.39	\$ 160,097.84
Judge Romae T. Powell Juvenile Justice Center	32	251	8,032	\$ 11.39	\$ 91,484.48
Georgia Department of Human Services (DHS)	8	251	2,008	\$ 11.39	\$ 22,871.12
Total Cost Day Porters	96	251	24,096	\$	\$ 274,453.44
TOTAL COST FOR DAY PORTERS				\$	274,453.44
GROUP B - TOTAL COST FOR DAY PORTERS				\$	274,453.44

19RFP120741C-GS

Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

APPENDIX 4

II. GROUP B – JUSTICE CENTER COMPLEX (1st Renewal Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$ 0.07425	\$ 38,357.55	12	\$ 460,290.60
Carnes Justice Center Building					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$ 0.07425	\$ 8,881.27	12	\$ 106,575.24
Lewis Slaton County Courthouse					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$ 0.07425	\$ 17,128.58	12	\$ 205,542.96
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$ 0.07425	\$ 9,873.17	12	\$ 118,478.04
Georgia Department of Human Services (DHS)					
Total Sq. Ft.	98,200				
Cleanable Sq. Ft.	82,488	\$0.07425	\$ 6,124.73	12	\$ 73,496.76
TOTAL COST FOR JANITORIAL SERVICES				\$ 964,383.60	
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Justice Center Tower Carnes Justice Center Bldg. Lewis Slaton Courthouse	56	251	14,056	\$ 11.39	\$ 160,097.84
Judge Romae T. Powell Juvenile Justice Center	32	251	8,032	\$ 11.39	\$ 91,484.48
Georgia Department of Human Services (DHS)	8	251	2,008	\$ 11.39	\$ 22,871.12
Total Cost Day Porters	96	251	24,096	\$	\$ 274,453.44
TOTAL COST FOR DAY PORTERS				\$ 274,453.44	
GROUP B - TOTAL COST FOR DAY PORTERS				\$ 274,453.44	

APPENDIX 4

II. GROUP B – JUSTICE CENTER COMPLEX (2nd Renewal Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$ 0.07425	\$ 38,357.55	12	\$ 460,290.60
Carnes Justice Center Building					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$ 0.07425	\$ 8,881.27	12	\$ 106,575.24
Lewis Slaton County Courthouse					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$ 0.07425	\$ 17,128.58	12	\$ 205,542.96
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$ 0.07425	\$ 9,873.17	12	\$ 118,478.04
Georgia Department of Human Services (DHS)					
Total Sq. Ft.	98,200				
Cleanable Sq. Ft.	82,488	\$ 0.07425	\$ 6,124.73	12	\$ 73,496.76
TOTAL COST FOR JANITORIAL SERVICES				\$ 964,383.60	
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Justice Center Tower Carnes Justice Center Bldg. Lewis Slaton Courthouse	56	251	14,056	\$ 11.39	\$ 160,097.84
Judge Romae T. Powell Juvenile Justice Center	32	251	8,032	\$ 11.39	\$ 91,484.48
Georgia Department of Human Services (DHS)	8	251	2,008	\$ 11.39	\$ 22,871.12
Total Cost Day Porters	96	251	24,096	\$ 11.39	\$274,453.44
TOTAL COST FOR DAY PORTERS				\$ 274,453.44	
GROUP B - TOTAL COST FOR DAY PORTERS				\$ 274,453.44	

APPENDIX 4

Total Group B: Original Term -	\$	<u>1,238,837.04</u>
1st Renewal Term -	\$	<u>1,238,837.04</u>
2nd Renewal Term -	\$	<u>1,238,837.04</u>
 Total Group B:	 \$	 <u>3,716,511.12</u>

EXHIBIT F

PURCHASING FORMS

STATE OF GEORGIA
COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] American Facility Services, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

114358

EEV/Basic Pilot Program* User Identification Number

Harold Angel
BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President

Title of Authorized Officer or Agent of Contractor

Harold Angel
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 23rd day of September, 2019

Notary Public: Andrea Lorraine Nugent

County: Fulton

Commission Expires: 10/29/19

<p>ANDREA LORRAINE NUGENT NOTARY PUBLIC Fulton County State of Georgia My Commission Expires 10-29-2019</p>

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[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].

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] American Facility Services, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1333985
EEV/Basic Pilot Program* User Identification Number

Veronica Dugger
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Owner
Title of Authorized Officer or Agent of Subcontractor

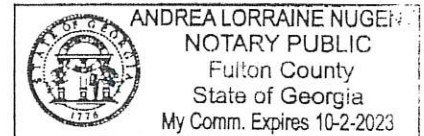
Veronica Dugger
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 3rd day of December, 20 19

Andrea Lorraine Nugent
(Notary Public) (Seal)

Commission Expires: 10/2/23
(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual

⁴[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]

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Kevin McCann, President, 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
Harold Angel, Vice President, 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

We have grown from annual revenues of \$20M to over \$44M over the past five years and anticipate the same growth for the future by maintaining, monitoring and improving upon the quality of our services. American Facility Services currently conducts business in nine southeastern states and has over 650 employees, 115 existing clients, and 300 contracts in place. Over the past five years, we have maintained a similar customer base. Our range of customers is wide, from small offices to large contracts with multiple facilities requiring specific considerations and the majority of our customers renew their contracts with us.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

- i) no
- ii) no
- iii) no

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 Circle One: YES ☒ NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 Circle One: YES ☒ NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
 Circle One: YES ☒ NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
 Circle One: YES ☒ NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
 Circle One: YES ☒ NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
 Circle One: YES ☒ NO
5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer),

been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 23rd day of September, 2019

American Facility Services, Inc. 9/23/19
(Legal Name of Proponent) (Date)

Harold Angel 9/23/19
(Signature of Authorized Representative) (Date)

Vice President
(Title)

Sworn to and subscribed before me,

This 23rd day of September, 2019

Andrea Lorraine Nugent
(Notary Public) (Seal)

ANDREA LORRAINE NUGENT
NOTARY PUBLIC
Fulton County
State of Georgia
My Commission Expires 10-29-2019

Commission Expires 10/29/19
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOT APPLICABLE

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: American Facility Services, Inc.

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant _____

Professional License Type:

Professional License Number:

Expiration Date of License:

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

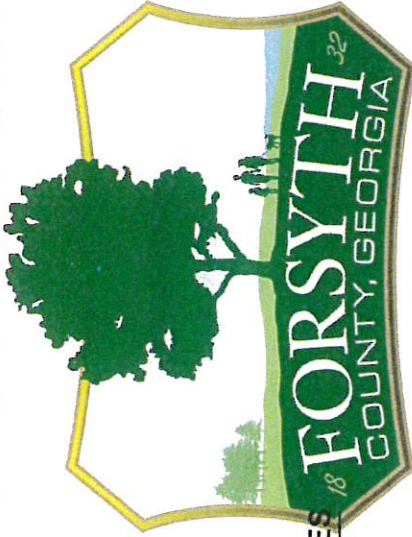


Date: 9/23/19

(ATTACH COPY OF LICENSE)

FORSYTH COUNTY

20 BUSINESS LICENSE 19



AMERICAN FACILITY SERVICES
BUSINESS NAME

April 22, 1999
ORIGINAL ISSUE DATE

1325 UNION HILL INDUSTRIAL CT SUITE A
STREET ADDRESS

December 31, 2019
EXPIRATION DATE

9900688

BUSINESS LICENSE NUMBER

561720

NAICS CODE

MCCANN, KEVIN & RHONDA

BUSINESS OWNER

Amy Konrath
LICENSE OFFICIAL

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

NOT APPLICABLE

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

American Facility Services, Inc.
(BUSINESS NAME)

none
(FULTON COUNTY BUSINESS ADDRESS)

Vice President
(OFFICIAL TITLE OF AFFIANT)

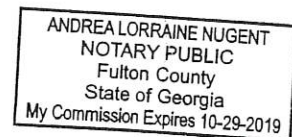
Harold Angel
(NAME OF AFFIANT)

Harold Angel
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 23rd day of September, 2019

Andrea Lorraine Nugent
(Notary Public) (Seal)



Commission Expires: 10/29/19
(Date)

STATE OF GEORGIA
COUNTY OF FULTON

NOT APPLICABLE

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

American Facility Services, Inc.

(BUSINESS NAME)

None

(FULTON COUNTY BUSINESS ADDRESS)

Vice President

(OFFICIAL TITLE OF AFFIANT)

Harold Angel

(NAME OF AFFIANT)

Harold Angel

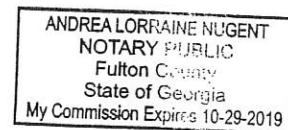
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 23rd day of September, 20 19

Andrea Lorraine Nugent

(Notary Public) (Seal)



Commission Expires: 10/29/19

(Date)

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION


"Know all persons by these presents, that I/We (Harold Angel),
Name

Vice President American Facility Services, Inc.
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Harold Angel TITLE: Vice President

SIGNATURE: 

ADDRESS: 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004

PHONE NUMBER: 770-740-1613 EMAIL: anugent@amfacility.com

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	2	1			2	1												
FIRST/MID LEVEL OFFICIALS and MANAGERS	24	11	13	9	11	2	5	1	7	7			1	1				
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS		5		3		2				3								
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	100	168	77	138	23	30	42	47	32	78			2	9			1	4
SERVICE WORKERS																		
TOTAL	126	185	90	150	33	35	47	48	39	88			3	10			1	4

FIRM'S NAME: American Facility Services, Inc.

CONTACT NAME: Andrea Nugent

EMAIL: anugent@amfacility.com

PHONE NUMBER: 770-740-1613

SUBMITTED BY: Andrea Nugent

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name American Facility Services, Inc.

ITB/RFP Name & Number: 19RFP120741C-GS

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: Simplee Clean LLC
 ADDRESS: 2232 Dunseath Ave., #110
Atlanta, GA 30318
 EMAIL ADDRESS: j.carney@simpleeclean.com PHONE: 678-834-9661
 CONTACT PERSON: Jamila Carney
 ETHNIC GROUP*: AAFBE COUNTY CERTIFIED** no
 WORK TO BE PERFORMED: Janitorial services
 DOLLAR VALUE OF WORK: \$ 177,000.00 PERCENTAGE VALUE: 10 %

SUBCONTRACTOR NAME: Phenomenal Janitorial & Maintenance Services Corp.
 ADDRESS: 10623 Pine Forest Lane
 Jonesboro, GA 30238
 EMAIL ADDRESS: veronica.dugger@comcast.net PHONE: 404-447-3644
 CONTACT PERSON: Veronica Dugger
 ETHNIC GROUP*: AAFBE COUNTY CERTIFIED** no
 WORK TO BE PERFORMED: Janitorial Services
 DOLLAR VALUE OF WORK: \$ 355,150.00 PERCENTAGE VALUE: 20 %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$) 532,150.00

Total Percentage of Subcontractor Value: (%) 30%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  **Title:** Vice President

Business or Corporate Name: American Facility Services, Inc.

Address: 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004

Telephone: (770) 740-1613

Fax Number: (770) 475-7720

Email Address: anugent@amfacility.com

EXHIBIT D**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: American Facility Services, Inc.

(Name of Prime Contractor's Firm)

From: Phenomenal Janitorial & Maintenance Services Corp.

(Name of Subcontractor's Firm)

ITB/RFP Number: 19RFP120741C-GS

Project Name: Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
Janitorial Services	1/1/20	12/31/20	25% of contract

American Facility Services, Inc.

(Prime Bidder)

Signature *Harold Engel*

Title Vice President

Email hangel@amfacility.com

Date 9/23/19

Phenomenal Janitorial & Maintenance Services Corp.

(Subcontractor)

Signature *Veronica Dugger*

Title Owner

Email Veronica.dugger@comcast.net

Date 12/3/19

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] American Facility Services, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1333985
EEV/Basic Pilot Program* User Identification Number

Phenomenal Janitorial
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Owner
Title of Authorized Officer or Agent of Subcontractor

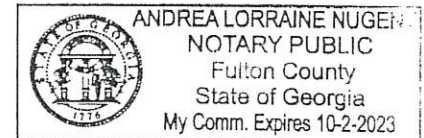
Veronica Dugger
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 3rd day of December, 2019

Andrea Lorraine Nugent
(Notary Public) (Seal)

Commission Expires: 10/2/23
(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual

⁴[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]

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] American Facility Services, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

886247
EEV/Basic Pilot Program* User Identification Number

Jamila M. Carney Jr. Simplee Clean
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Owner
Title of Authorized Officer or Agent of Subcontractor

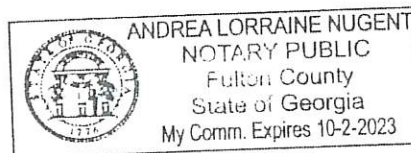
Jamila M. Carney Jr.
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 20th day of September, 2019

Andrea Lorraine Nugent
(Notary Public) (Seal)

Commission Expires: 40/29/19 10-2-23
(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[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].

19RFP120741C-GS
Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)



ORIGINAL

September 18, 2019

Gertis Strozier
Fulton County Department of Real Estate and Asset Management
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

RE: Janitorial Services 19RFP120741C-GS

Dear Ms. Strozier,

On behalf of American Facility Services, Inc., I am pleased to submit this as our formal EBO Plan for the janitorial services contract at the designated Fulton County government facilities.

As part of this EBO Plan;

1. We have identified the potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups, which is:
 - a) Janitorial labor
2. Our efforts to encourage and solicit minority and female business utilization in this solicitation were as follows:
 - a) phone calls and emails to minority sub-contractors to discuss the project in detail,
 - b) confirmation of availability of minority sub contractors,
 - c) completion of forms for solicitation package and obtained forms from identified minority sub-contractors for inclusion in the proposal.

Please accept this EBO plan, which includes the completed Exhibits:
Exhibit A – Promise of Non-Discrimination
Exhibit C – Schedule of Intended Subcontractor Utilization

Sincerely,

A handwritten signature in cursive script that reads 'Harold Angel'.

Harold Angel
Vice President

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Janitorial Services (Selected Fulton County Facilities)

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the initiation of date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Bodily Injury & Property Damage Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY**
(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

5. **FIDELITY BOND AND CRIME**
(Employee Dishonesty - Theft) Each Occurrence - \$100,000
*Above to include 3rd Party Coverage

6. **CONTRACTOR'S POLLUTION LIABILITY** Each Occurrence - \$500,000

Certificates:

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Officials, Officers and Its Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 2010 (11/85) version, its' equivalent or on a blanket basis.

The Contractors insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operation in conjunction with the Contract and/or Scope of Work.

SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: American Facility Services, Inc. SIGNATURE: Harold Angel

NAME: Harold Angel TITLE: Vice President DATE: 9/5/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRUFF, SEIBELS & WILLIAMS, INC. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED American Facility Services, Inc. 1325 Union Hill Ind Court Suite A Alpharetta, GA 30004	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER B :Phoenix Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :Charter Oak Fire Ins Co</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :The Travelers Indemnity Company of America	25666	INSURER B :Phoenix Insurance Company		INSURER C :Charter Oak Fire Ins Co		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 6M8SDGW2

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			630 5J480676-PHX-19	05/19/2019	05/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810 2N488256-19	05/19/2019	05/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CUP 5J493475-19	05/19/2019	05/19/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB 5K374118-19	05/19/2019	05/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP 19RFP120741C-GS

The Certificate Holder is included as Additional Insured for General Liability, as required by written contract.

Waiver of Subrogation is in favor of the Additional Insured for the General Liability and Auto policies as required by written contract.

CERTIFICATE HOLDER

Fulton County
 Dept. of Purchasing and Contract Compliance
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC.		INSURED American Facility Services, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE		
ISSUE DATE: 01/14/2020			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Employment Practices Liability & CRIME- Policy Number 8237-5917
 Carrier: Federal Insurance Company
 Effective Dates: 05/19/2019-05/19/2020

Maximum Aggregate Limit of Liability:
 \$500,000

Limits of Liability:
 Employment Practices Liability Coverage:
 \$500,000

Third Party Liability Coverage:
 \$500,000

Retentions:
 Employment Practices Liability Coverage:
 \$15,000

Third Party Liability Coverage:
 \$15,000

Pending or Prior Proceedings Dates:
 1/7/2010

CRIME:

Limits of Liability:

Employee Theft Coverage: \$250,000

Premises Coverage: \$250,000

In Transit Coverage: \$250,000

Forgery Coverage: \$250,000

Computer Fraud Coverage: \$250,000

Funds Transfer Fraud Coverage: \$250,000

Money Order and Counterfeit Currency Fraud Coverage: \$250,000

Credit Card Fraud Coverage: \$250,000

Client Coverage: \$250,000

Expense Coverage: \$25,000

Retentions: \$5,000 on all except Expense Coverage- NONE

EXHIBIT I

BONDING FORMS

- **Bid Bond**
- **Payment Bond**
- **Performance Bond**

REVISED BID BOND

**19RFP120741C-GS, Janitorial Services for Fulton County Government
Center Complex (Group A) and Justice Center Facilities (Group B)**

**STATE OF GEORGIA
COUNTY OF FULTON**

KNOW ALL MEN BY THESE PRESENTS, THAT WE American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
hereinafter called the PRINCIPAL, and Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000, Philadelphia, PA 19106
hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of
Pennsylvania and duly authorized to transact Surety business in the
State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in
the penal sum of Five Percent of Amount Bid
 Dollars and Cents (\$ 5%) good and lawful money of the
United States of America, to be paid upon demand of the COUNTY, to which payment well and
truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly
and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for 19RFP120741C-GS, Janitorial
Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities
(Group B), a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the
PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the
COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon
the terms, conditions and prices set forth therein, in the form and manner required by the
COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to
the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in
form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to
be and remain in full force and virtue in law; and the SURETY shall upon failure of the
PRINCIPAL to comply with any or all of the foregoing requirements within the time specified
above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful
money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of 5% of amount bid
_____ Dollars

(\$ 5%) being in the amount of five percent (5%) of the Contract Sum.

The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 13th day of September, 2019

ATTEST:

American Facility Services, Inc.
PRINCIPAL

BY Kevin McCann, President

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Harold Angel, certify that I am the Secretary of the Corporation named as principal in the within bond; that Kevin McCann, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

Harold Angel
SECRETARY

(CORPORATE SEAL)

Westchester Fire Insurance Company
SURETY

BY Mark W. Edwards, II, Attorney-in-Fact

(SEAL)

END OF SECTION

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE SURETY

State of Alabama)
) ss
County of Jefferson)

On this 13th day of September, 2019 before me, appeared Mark W. Edwards, II to me personally known, who, being by me duly sworn, did say that he/she is the Attorney-In-Fact for Westchester Fire Insurance Company, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark W. Edwards, II, acknowledged said instrument to be the free act and deed of said corporation.

Katherine Leigh McClamma
Katherine Leigh McClamma, Notary Public, State at Large

My commission expires: January 24, 2021



CHUBB**Power of Attorney**

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public**CERTIFICATION**

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 : ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **September 13, 2019**

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e mail: surety@chubb.com

REVISED PAYMENT BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

REVISED PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [Insert Project Number and Project Name]

"Principal:" (Legal Name and Business Address),
called the

[Insert Name of Contractor (hereinafter
"Principal")]

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address)

duly authorized by the Commissioner of
Insurance of the State of Georgia to
transact surety business in the State of
Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____,
20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]_____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or

remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of _____, _____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

REVISED PERFORMANCE BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

REVISED PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [Insert Project Number and Project Name]

"Principal:" (Legal Name and Business Address),

[Insert Name of Contractor (hereinafter called the "Principal")]

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address)

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]_____.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work

progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

END OF SECTION

APPENDICES

- **APPENDIX 1: STAFFING PLAN**
- **APPENDIX 2: TECHNICAL COMPETENCE, EXPERIENCE & BUSINESS OPERATIONS**
- **APPENDIX 3: CLEANING SCHEDULE**
- **APPENDIX 4: ADDITIONAL REQUIRED INFORMATION**
- **APPENDIX 5: RATE SCHEDULE COMPLETION INSTRUCTIONS AND FORM**

APPENDIX 1 STAFFING PLAN

Size of crews (number of people) who will be providing janitorial services at each location

Group	Location	Size of Crew (# of People)	Hours Per Day (total for Crew)
A	Government Center	16	103
	Public Safety Building	2	14
	Health and Human Services	1	5
B	Justice Center	17	115
	Carnes Justice Center Building	4	27
	Lewis Slaton County Courthouse	9	51
	Judge Romae T. Powell Juvenile Justice Center	4	29
	Georgia Department of Human Services (DHS)	3	18

Contractor shall provide the above hours of service as the minimum service level. The hours estimated by Proposer to perform the work as specified herein will be compared against the County's estimate. The hours estimated by Proposer to perform the contract Scope of Work shall be a critical part of the proposal evaluation in determining the best responsive and responsible Proposer and award of contract.

APPENDIX 2

TECHICAL COMPETENCE, EXPERIENCE & BUSINESS OPERATIONS

(Additional sheets may be attached)

1. Number of years of continuous business operation performing janitorial service?

28 years

a. Is your company a:

(X) CORPORATION () PARTNERSHIP () SOLE PROPRIETOR

2. Describe your business base in the immediate geographical area (50 mile radius from

Fulton County Government Center) AFS has corporate offices in Alpharetta and cleans over 20 million square feet of space within a 50 mile radius of the Government Center.

3. Provide the TOTAL NUMBER of square feet cleaned by your company under your 2018 contracts.

<u>X</u>	1 million plus sq. ft.	<u> </u>	500,000 to 999,999 sq. ft.
<u> </u>	250,000 to 499,000 sq. ft.	<u> </u>	100,000 to 249,999 sq. ft.
<u> </u>	50,000 to 99,999 sq. ft.	<u> </u>	20,000 to 49,999 sq. ft.
<u> </u>	8,000 to 19,999 sq. ft.	<u> </u>	under 7,999 sq. ft.

4. How many full-time employees do you currently have? 250

5. How many supervisors? 35

a. How many supervisors have had:

Less than 3 years supervisory experience	<u>5</u>
3-5 years supervisory experience	<u>15</u>
More than 5 years supervisory experience	<u>15</u>

6. Effective communication between Contractor's employees and County staff is required. How will you address this requirement?

a. For Supervisors:

AFS encourages direct communication between your facilities management personnel and our Supervisors or Contract Manager who are all available 24/7 via e-mail or phone. Our extensive training, scheduling, management, inspections, inventory management and quality control measures are designed to minimize the need for substantial communication with the administration. Our goal is to provide service that will minimize any impact on your staff.

19RFP120741C-GS

Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

APPENDIX 2

b. For Janitorial Staff:

Our employees are instructed to immediately report to their direct Supervisor any situation that requires attention where they are working. Emergency and office contact information is provided to all clients at the start of the contract.

7. Describe frequency, types, and amount of training for:

Initial Training – New Employees: _____

A new employee is welcomed to the company through our orientation program. We recognize that the first two weeks on the job create a powerful and lasting impression, and orientation training is designed to teach basic cleaning techniques and to show new workers the new workers the expectations and quality control measures that will be used.
In addition to hands-on training, all employees are required to pass the 6 courses given online by Betco University. Please refer to our Training Plan for details.

On-going Training – Current Staff: _____

Our staff attend additional training sessions on a quarterly basis on a wide variety of topics, including proper equipment and chemical usage and worker safety.

**APPENDIX 2
OPERATION PLAN**

1. Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe.

Yes, please refer to our detailed Quality Control Plan (page 43) in this proposal.

2. Describe your implementation/start-up plan(s) for this RFP.

Please refer to our detailed Implementation Plan (page 4) in this Technical Proposal.

3. Describe how your company provides relief personnel for employees who do not show up for work.

AFS will create a project specific file of local backup personnel (referred to as "floaters"). These additional resources will be maintained in our management office and will allow us to swiftly respond to personnel requirements. Qualifications of floaters will be at least equal to those requirements outlined above. All floaters will go through our intense hiring and training procedures.

4. Describe how you would handle the Contract Management process.

Our Director of Operations and Project Manager will oversee the Site Supervisors who will have full day to day responsibilities. AFS believes having highly competent on-site supervisors is the key to providing superior service. These three individuals form a tier of management that American Facility Services feels is vital to successfully fulfilling a contract requiring sound hiring practices, training methods, proactive periodical work and most of all, customer follow-up. We will have methods in place that will tell you what we will do and when we will do it. We will follow that up with inspections processes that will tell you what we find and if corrections are needed, when and how we will do it.

5. Describe your commitment to maintaining County facilities per the specifications and following the instructions provided.

For this project, our primary objectives will be to ensure that all services are performed on schedule and to your complete satisfaction. The scope of work and requirements of this RFP are very much within our abilities to accomplish and we take no exceptions to the terms and conditions. American Facility Services, Inc. has extensive experience with various facility specifications and requirements, as listed in our references. We fully understand and meet all of the requirements for this project.

**APPENDIX 3
CLEANING SCHEDULE**

CLEANING SCHEDULE

TABLE A - GENERAL CLEANING SERVICES TO BE PERFORMED		Frequency of Service
1	Empty waste baskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean waste receptacles and replace liners.	Daily
3	Remove refuse from sand urns and clean outside of containers.	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	Daily
5	Dust window sills and all other surfaces up to 72" high	Daily
6	Damp wipe all telephones and related equipment using antiseptic treated cloths	Daily
7	Clean all janitorial closets.	Daily
8	Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 72" high.	Daily
9	Dust all surfaces between 72" and 144" high.	Daily
10	Remove dirt and streaks from all surfaces between 72" and 144" high.	Weekly
11	Dust Venetian blinds.	Weekly
12	Remove debris & dust top of vending machines	Weekly
13	Empty recycle bins. Moves recycle paper in wheeled containers to designated area (and returns empty containers to normal locations).	As Needed
14	Vacuum upholstered furniture	Monthly
15	Clean Venetian blinds	Annually

APPENDIX 3

TABLE B - LAVATORY, LOCKER ROOM AND BATH ROOM CLEANING SERVICES TO BE PERFORMED		Frequency of Service
1	Empty waste baskets and all other trash receptacles, including sanitary napkin dispensers.	Daily
2	Clean waste receptacles/replace waste basket liners.	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures using high phenol coefficient germicidal cleaner (including showers).	Daily
4	Damp clean or polish and refill all dispensers.	Daily
5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers).	Daily
6	Clean & polish mirrors, bright work and enamel surfaces.	Daily
7	Clean walls and stall partitions (including showers).	Daily
8	Clean all baseboard and floor drain plates.	2x per Month
9	Machine scrub all floors (including showers). Lift all mats and waffle mats inside and outside showers. Clean bottom of mats and floor under mats using high phenol coefficient germicidal cleaner.	Weekly
10	Vacuum all vents.	Quarterly
11	Clean and Dust P-traps.	2x per Month

TABLE C – STAIRWELL CLEANING SERVICES TO BE PERFORMED		Frequency of Service
1	Sweep stairwells for all facilities	Daily
2	Mop stairwells at all facilities.	Weekly

APPENDIX 3

TABLE D - FLOOR CARE SERVICES TO BE PERFORMED		Frequency of Service
1	Vacuum all carpeted areas including edges, corners, rugs and all floor matting.	Daily
2	Sweep and/or dust mop all non-carpeted areas.	Daily
3	Mop spillages in all non-carpeted areas.	Daily
4	Mop all non-carpeted areas	Daily
5	Spot clean all carpeted areas.	Daily
6	Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance.	2xs per Week
7	Strip and refinish all hard flooring.	2xs per Year
8	Scrub and re-coat all floors.	2xs per Monthly
9	Shampoo and extract all carpeting	Quarterly

TABLE E - WINDOW CLEANING SERVICES TO BE PERFORMED		FREQUENCY OF SERVICE
1	Clean all interior window sills and surfaces up to 70".	Daily
2	Clean all entrance glass doors and windows, interior and exterior surfaces	Daily
3	Clean all other interior and exterior glass doors and windows.	Quarterly

TABLE F - EXTERIOR CLEANING TO BE PERFORMED		Frequency of Service
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Police and remove all debris and trash from entry ways, exterior grounds, parking lots and landscape areas.	Daily

APPENDIX 3

TABLE G – BREAK-ROOM CLEANING SERVICES TO BE PERFORMED		FREQUENCY OF SERVICE
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals.	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas.	Daily
6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2xs Week
8	Clean exterior of microwave oven, refrigerator & cupboards	2xs Week
9	Clean all light fixtures and vents	Monthly

TABLE H – HOLDING CELL CLEANING SERVICES TO BE PERFORMED		FREQUENCY OF SERVICE
1	Clean with a suitable germicidal disinfectant and deodorize lavatory fixtures. Clean surfaces around toilets	Daily
2	Sweep and mop floors using high phenol coefficient germicidal cleaner	Daily
3	Clean and polish mirrors, bright work, enamel surfaces, and glass windows	Daily
4	Spot clean walls and remove graffiti	Daily
5	Clean all baseboards and floor drain plates	Weekly
6	Clean glass covering recessed light fixtures	Monthly

APPENDIX 4

**ADDITIONAL REQUIRED INFORMATION
(DO NOT INCLUDE IN BASE PROPOSAL AMOUNT)**

A. Management Positions	FTES	HRLY Rate	Annual Cost
<i>Position (example)</i>	<i>0.0</i>	<i>\$</i>	<i>\$</i>
1 Project Manager	2,076	\$18.00	\$ 37,368.00
2 Day Lead Supervisor	4,152	\$12.00	\$ 49,824.00
3 Night Lead Supervisor	4,152	\$12.00	\$ 49,824.00
4			\$
5			\$
6			\$
Total Labor			\$ 137,016.00
Benefits and Taxes			
Payroll Taxes			\$ 10,481.72
Workers Comp Insurance			\$ 4,110.48
General Liability Insurance			\$ 5,480.64
Health and Wealth			\$ 4,500.00
Retirement			\$ 0
Total Benefits and Taxes			\$ 24,572.84
B. Hourly Positions	FTES	HRLY Rate	Annual Cost
<i>Position (example)</i>	<i>0.0</i>	<i>\$</i>	<i>\$</i>
1 Day Cleaners	36,144	\$9.00	\$ 325,296.00
2 Night Cleaners	78,406	\$9.00	\$ 705,654.00
3 Floor Technicians	12,456	\$10.00	\$ 124,560.00
4			\$
5			\$
6			\$
Total Labor			\$ 1,155,510.00
Benefits and Taxes			
Payroll Taxes			\$ 94,732.55
Workers Comp Insurance			\$ 37,150.02
General Liability Insurance			\$ 49,533.36
Health and Wealth			\$ 20,000.00
Retirement			\$ 0
Total Benefits and Taxes			\$ 201,415.93
Total Payroll (A + B)		\$	1,518,514.77

19RFP120741C-GS

Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

APPENDICES

APPENDIX 4

NON-ROUTINE AND SPECIAL PROJECT WORK HOURLY RATES

Hourly Labor Rates listed below are to be fully loaded rates; to include wages, payroll taxes, insurance, fringe benefits, management fee and general operating costs.

Labor Classification	Loaded Hourly Labor Rate
Custodial	\$ 14.00 per/hr.

Management, Hourly Staffing and Specialty Positions

Adequate management, BOMA staffing and specific hourly positions experience has been deemed necessary on this project. Proposers should have adequate management to run this project independently and have specific custodial personnel by **January 1, 2020**.

APPENDIX 4

GROUP B PRICING SHEET

II. GROUP B – JUSTICE CENTER COMPLEX (Original Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$ 0.07425	\$ 38,357.55	12	\$460,290.60
Carnes Justice Center Building					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$ 0.07425	\$ 8,881.27	12	\$106,575.24
Lewis Slaton County Courthouse					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$ 0.07425	\$ 17,128.58	12	\$205,542.96
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$ 0.07425	\$ 9,873.17	12	\$118,478.04
Georgia Department of Human Services (DHS)					
Total Sq. Ft.	98,200				
Cleanable Sq. Ft.	82,488	\$ 0.07425	\$ 6,124.73	12	\$ 73,496.76
TOTAL COST FOR JANITORIAL SERVICES				\$	964,383.60
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Justice Center Tower Carnes Justice Center Bldg. Lewis Slaton Courthouse	56	251	14,056	\$ 11.39	\$ 160,097.84
Judge Romae T. Powell Juvenile Justice Center	32	251	8,032	\$ 11.39	\$ 91,484.48
Georgia Department of Human Services (DHS)	8	251	2,008	\$ 11.39	\$ 22,871.12
Total Cost Day Porters	96	251	24,096	\$	\$ 274,453.44
TOTAL COST FOR DAY PORTERS				\$	274,453.44
GROUP B - TOTAL COST FOR DAY PORTERS				\$	274,453.44

19RFP120741C-GS

Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

APPENDIX 4

II. GROUP B – JUSTICE CENTER COMPLEX (1st Renewal Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$ 0.07425	\$ 38,357.55	12	\$ 460,290.60
Carnes Justice Center Building					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$ 0.07425	\$ 8,881.27	12	\$ 106,575.24
Lewis Slaton County Courthouse					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$ 0.07425	\$ 17,128.58	12	\$ 205,542.96
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$ 0.07425	\$ 9,873.17	12	\$ 118,478.04
Georgia Department of Human Services (DHS)					
Total Sq. Ft.	98,200				
Cleanable Sq. Ft.	82,488	\$0.07425	\$ 6,124.73	12	\$ 73,496.76
TOTAL COST FOR JANITORIAL SERVICES				\$ 964,383.60	
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Justice Center Tower Carnes Justice Center Bldg. Lewis Slaton Courthouse	56	251	14,056	\$ 11.39	\$ 160,097.84
Judge Romae T. Powell Juvenile Justice Center	32	251	8,032	\$ 11.39	\$ 91,484.48
Georgia Department of Human Services (DHS)	8	251	2,008	\$ 11.39	\$ 22,871.12
Total Cost Day Porters	96	251	24,096	\$	\$ 274,453.44
TOTAL COST FOR DAY PORTERS				\$ 274,453.44	
GROUP B - TOTAL COST FOR DAY PORTERS				\$ 274,453.44	

19RFP120741C-GS

Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

APPENDIX 4

II. GROUP B – JUSTICE CENTER COMPLEX (2nd Renewal Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Justice Center Tower					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	\$ 0.07425	\$ 38,357.55	12	\$ 460,290.60
Carnes Justice Center Building					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	\$ 0.07425	\$ 8,881.27	12	\$ 106,575.24
Lewis Slaton County Courthouse					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	\$ 0.07425	\$ 17,128.58	12	\$ 205,542.96
Judge Romae T. Powell Juvenile Justice Center					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	\$ 0.07425	\$ 9,873.17	12	\$ 118,478.04
Georgia Department of Human Services (DHS)					
Total Sq. Ft.	98,200				
Cleanable Sq. Ft.	82,488	\$ 0.07425	\$ 6,124.73	12	\$ 73,496.76
TOTAL COST FOR JANITORIAL SERVICES				\$ 964,383.60	
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Justice Center Tower Carnes Justice Center Bldg. Lewis Slaton Courthouse	56	251	14,056	\$ 11.39	\$ 160,097.84
Judge Romae T. Powell Juvenile Justice Center	32	251	8,032	\$ 11.39	\$ 91,484.48
Georgia Department of Human Services (DHS)	8	251	2,008	\$ 11.39	\$ 22,871.12
Total Cost Day Porters	96	251	24,096	\$ 11.39	\$274,453.44
TOTAL COST FOR DAY PORTERS				\$ 274,453.44	
GROUP B - TOTAL COST FOR DAY PORTERS				\$ 274,453.44	

APPENDIX 4

Total Group B: Original Term -	\$ <u>1,238,837.04</u>
1st Renewal Term -	\$ <u>1,238,837.04</u>
2nd Renewal Term -	\$ <u>1,238,837.04</u>
 Total Group B:	 \$ <u>3,716,511.12</u>

APPENDICES

APPENDIX 5 RATE SCHEDULE COMPLETION INSTRUCTIONS AND FORM

The following rate sheet is for submission of Contractors proposed loaded hourly billing rates for each Job Classification for performance of the work specified. This information is requested so the County may conduct a cost analysis on the proposal for service. In addition, Contractor is requested to provide the unloaded hourly wage for each Job Classification and data regarding dollar value(s) of various loaded rate components as follows:

JOB CLASSIFICATION – Title of Contractor's employee.

LABOR BASE RATE (UNLOADED) – Hourly wage paid to Contractor's employee and compliance with Living Wage.

INDIRECT OVERHEAD EXPENSES (BURDEN OVERHEAD) – Hourly rate that represents expenses such as: office rent, utilities, sales commissions, management benefits, management sales, etc.

PROFIT MARGIN (MARK UP) – Hourly rate that represents profit margin to Contractor.

HOURLY BILLABLE RATE (LOADED) – Hourly rate that represents:

Wage + Benefits + Direct Overhead Expenses + Indirect Overhead Expenses + Profit Margin = Hourly Billable Rate

SCHEDULE OF CONTRACTOR'S LABOR BILLING RATES BY LABOR CLASSIFICATION

JOB CLASS/TITLE	RATE TYPE	BASE LABOR RATE	DIRECT & INDIRECT OVERHEAD	MARK UP	TOTAL HOURLY RATE
Supervisor	Straight	12.00	1.80	2.76	16.56
	Overtime	18.00	2.70	4.14	24.84
Cleaners	Straight	9.00	1.35	2.07	12.42
	Overtime	13.50	2.03	3.11	18.63
Floor Techs	Straight	10.00	1.50	2.30	13.80
	Overtime	15.00	2.25	3.45	20.70
	Straight				
	Overtime				

APPENDICES

APPENDIX 5

ADDITIONAL SERVICES AS PER REQUEST COST PER WORKER PER HOUR

1. Service during normal janitorial work hours on a weekday
with no less than twenty-four (24) hours' notice
\$14.00
2. Service outside normal janitorial work hours with no less
than twenty-four (24) hours' notice
\$16.00
3. Service during normal janitorial work hours on a weekday
with less than twenty-four (24) hours' notice
\$14.00
4. Service outside normal janitorial working hours with less
than twenty-four (24) hours' notice
\$16.00

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox ☒ Attest ☐ Notary

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Board of
Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:
Patrise Perkins-Hooker
71280461BB0D4CD...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Joseph N. Davis
B20264A88008422...

Joseph N. Davis
Director
Department

CONTRACTOR:

AMERICAN FACILITY SERVICES, INC.

DocuSigned by:
Kevin McCann
F75AE4DC6E12455...

Kevin McCann President

ATTEST:

Harold Angel

Secretary/
Assistant Secretary

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 19-1151B	RCS: 12/18/2019	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A :The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER B :Phoenix Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :Charter Oak Fire Ins Co</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :The Travelers Indemnity Company of America	25666	INSURER B :Phoenix Insurance Company		INSURER C :Charter Oak Fire Ins Co		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :The Travelers Indemnity Company of America	25666														
INSURER B :Phoenix Insurance Company															
INSURER C :Charter Oak Fire Ins Co															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED American Facility Services, Inc. 1325 Union Hill Ind Court Suite A Alpharetta, GA 30004															

COVERAGES**CERTIFICATE NUMBER:**6M8SDGW2**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	630 5J480676-PHX-19	05/19/2019	05/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		X	810 2N488256-19	05/19/2019	05/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		X	CUP 5J493475-19	05/19/2019	05/19/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB 5K374118-19	05/19/2019	05/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP 19RFP120741C-GS

The Certificate Holder is included as Additional Insured for General Liability, as required by written contract.

Waiver of Subrogation is in favor of the Additional Insured for the General Liability and Auto policies as required by written contract.

CERTIFICATE HOLDER

Fulton County
 Dept. of Purchasing and Contract Compliance
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC.		INSURED American Facility Services, Inc.	
POLICY NUMBER		ISSUE DATE: 01/14/2020	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Employment Practices Liability & CRIME- Policy Number 8237-5917
 Carrier: Federal Insurance Company
 Effective Dates: 05/19/2019-05/19/2020

Maximum Aggregate Limit of Liability:
 \$500,000

Limits of Liability:
 Employment Practices Liability Coverage:
 \$500,000

Third Party Liability Coverage:
 \$500,000

Retentions:
 Employment Practices Liability Coverage:
 \$15,000

Third Party Liability Coverage:
 \$15,000

Pending or Prior Proceedings Dates:
 1/7/2010

CRIME:

Limits of Liability:

Employee Theft Coverage: \$250,000

Premises Coverage: \$250,000

In Transit Coverage: \$250,000

Forgery Coverage: \$250,000

Computer Fraud Coverage: \$250,000

Funds Transfer Fraud Coverage: \$250,000

Money Order and Counterfeit Currency Fraud Coverage: \$250,000

Credit Card Fraud Coverage: \$250,000

Client Coverage: \$250,000

Expense Coverage: \$25,000

Retentions: \$5,000 on all except Expense Coverage- NONE

Bond No. K40443502
 This Bond Covers the Term of January 1,
 2020 to December 31, 2020.

REVISED PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [Insert Project Number and Project Name]

19RFP120741C-GS
 Janitorial Services for Fulton County Government
 Center Complex (Group A) and Justice Center
 Facilities (Group B)

"Principal:" (Legal Name and Business Address),
 called the

[Insert Name of Contractor (hereinafter
 "Principal")]

American Facilities Services, Inc.

1325 Union Hill Industrial Court, Suite A
 Alpharetta, GA 30004

Type of Organization ("X" one):
☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Westchester Fire Insurance Company

436 Walnut Street, P.O. Box 1000
 Philadelphia, PA 19106

duly authorized by the Commissioner of
 Insurance of the State of Georgia to
 transact surety business in the State of
 Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____,
 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] One Million Two Hundred Thirty Nine Thousand Eight Hundred Thirty Eight
 Dollars and No Cents (\$1,239,838.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or

remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of _____, _____.

PRINCIPAL: American Facilities Services, Inc.



President/Vice President (Sign)

Kevin McCann, President

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Westchester Fire Insurance Company

By: Mark W. Edwards II
Attorney-in-Fact (Sign)

Mark W. Edwards, II
Attorney-in-Fact (Type or Print)

Courtney Weiss
~~Secretary of the Board~~ (Seal)
Courtney Weiss, Witness

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

Bond No. K40443502
 This Bond Covers the Term of January 1, 2020
 to December 31, 2020.

REVISED PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [Insert Project Number and Project Name]

19RFP120741C-GS
 Janitorial Services for Fulton County Government
 Center Complex (Group A) and Justice Center
 Facilities (Group B)

"Principal:" (Legal Name and Business Address),

[Insert Name of Contractor (hereinafter called the
 "Principal")]

American Facilities Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

Type of Organization ("X" one):
 _____ Individual
 _____ Partnership
 _____ Joint Venture
 X Corporation

"Surety:" (Name and Business Address)

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000
Philadelphia, PA 19106
 duly authorized by the Commissioner of
 Insurance of the State of Georgia to transact
 surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____,
 regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] One Million Two Hundred Thirty Nine Thousand Eight Hundred Thirty Eight
Dollars and No Cents (\$1,239,838.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work

progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.


The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL: American Facilities Services, Inc.



President/Vice President (Sign)

Kevin McCann, President

President/Vice President (Type or Print)

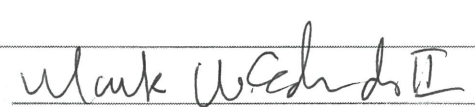
Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Westchester Fire Insurance Company

By:



Attorney-in-Fact (Sign)

Mark W. Edwards, II

Attorney-in-Fact (Type or Print)

END OF SECTION

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE SURETY

[illegible]

On this 3rd day of February, 2020 before me, appeared Mark W. Edwards, II to me personally known, who, being by me duly sworn, did say that he/she is the Attorney-In-Fact for Westchester Fire Insurance Company, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark W. Edwards, II, acknowledged said instrument to be the free act and deed of said corporation.

Katherine Leigh McClamma
Katherine Leigh McClamma, Notary Public, State at Large

My commission expires: January 24, 2021

CHUBB**Power of Attorney**

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 : ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com