



CONTRACT DOCUMENTS FOR

23ITB138801C-GS

**Janitorial Services for Selected Fulton County
Facilities (Groups C, D & G)**

**For
Department of Real Estate & Asset Management**

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CONTRACT AGREEMENT

Contractor: **Good Success Company, Inc.**

Contract No.: **23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**

Address: **PO Box 310226**
City, State **Atlanta, GA 31131**

Telephone: **(678) 428 0828**

Email: kendavis@goodsuccesscompany.com

Contact: **Kenneth R. Davis**
CEO

This Agreement made and entered into effective the 1st day of May 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **GOOD SUCCESS COMPANY, INC.**, hereinafter referred to as “**Contractor**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate & Asset Management department hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to provide Janitorial Services for Select Fulton County Facilities (Group G), 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: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

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 Bid document, 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 April 17, 2024 and 24-0272.

ARTICLE 2. **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 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the to provide Janitorial Services for Select Fulton County Facilities (Group G) 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 4. **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 5. **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 the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **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 the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **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 8. **MULTI-YEAR 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 May 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. 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:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2025	12-31-2025
2	12 months	01-01-2026	12-31-2026

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 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$301,441.00, (Three Hundred One Thousand Four Hundred Forty-One Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. 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 subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **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 12. **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. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. 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 13. **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.
- (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 14. **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 15. **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 16. **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 17. **RESPONSIBILITY OF CONTRACTOR**

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 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify 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 any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. 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.

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.

18.2 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.

18.3 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.

18.4 Separate Counsel.

18.4.1 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 18.3 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.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend 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).

18.5 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 19. **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 20. **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 G, 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 21. **PROHIBITED INTEREST**

Section 21.01 **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 21.02 **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 22. **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 23. **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 24. **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 25. **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 subcontractor, assignee or transferee.

ARTICLE 26. **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 27. **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 28. **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, S.W., G-119
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:

Good Success Company, Inc.
PO Box 310226
Atlanta, GA 31131
Telephone: (678) 428 0828
Email: kendavis@goodsuccesscompany.com
Attention: Kenneth R. Davis

ARTICLE 29. **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 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 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 30.03 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **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 32. **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 33. 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: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately 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 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. The County shall promptly pay any undisputed items contained in such invoices.

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 34. 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 35. **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 36. **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 37. **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

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

CONTRACTOR:

GOOD SUCCESS COMPANY,
INC.

Kenneth R. Davis

Kenneth R. Davis
CEO

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

Secretary

Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

68048F0EDCEC451

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

E45C5C5F17FB417

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

ATTEST:

Anita Barnett

Notary Public

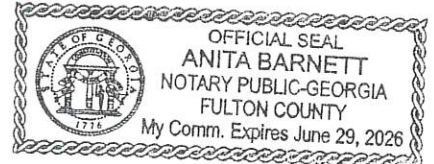
County:

Fulton

Commission Expires:

06/29/2026

(Affix Notary Seal)



24-0272 4/17/2024
ITEM#: _____ RM: _____
SECOND REGULAR MEETING



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **GOOD SUCCESS
COMPANY, LLC**

Control Number: **0244841**

Business Type: **Domestic Limited
Liability Company**

Business Status: **Converted**

Business Purpose: **NONE**

Principal Office Address: **525 STONEGLEN CHASE
SW, ATLANTA, GA,
30331-7647, USA**

Date of Formation /
Registration Date: **8/30/2002**

State of Formation: **Georgia**

Last Annual Registration
Year: **2007**

REGISTERED AGENT INFORMATION

Registered Agent Name: **KENNETH R. DAVIS**

Physical Address: **525 STONEGLEN CHASE, ATLANTA, GA, 30331, USA**

County: **Fulton**

[Back](#)

[Filing History](#)

[Name History](#)

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ADDENDA



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)
Date: August 18, 2023

This Addendum forms a part of the contract documents and modifies the original bid documents as noted below:

A Pre-Bid Conference will be held via web-conference.

Date: Tuesday, August 22, 2023

Time: 10:00 A.M.

Link: Join Zoom Meeting

<https://zoom.us/j/97962149320>

Disregard Tuesday, August 29, 2023

ACKNOWLEDGEMENT OF ADDENDUM NO.1

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, September 12, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, 6 day of

SEPTEMBER, 2023.

GOOD SUCCESS COMPANY, INC.
Legal Name of Bidder

Kenneth R. Davis
Signature of Authorized Representative

CEO
Title



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)
Date: August 21, 2023

This Addendum forms a part of the contract documents and modifies the original bid documents as noted below:

1. Item 37. Bidder References and Item 38. Required Submittals remove from Table of Content only.
2. Delete in its entirety Page 52 through 62 of Section 7 (Contract Compliance Requirements)
3. Replace with Revised Section 7 - Contract Compliance Requirements

ACKNOWLEDGEMENT OF ADDENDUM NO.2

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, September 12, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, 6 day of

SEPTEMBER, 2023.

GOOD SUCCESS COMPANY, INC.
Legal Name of Bidder

Kenneth R. Davis
Signature of Authorized Representative

CEO
Title



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)

Date: August 30, 2023

This Addendum forms a part of the contract documents and modifies the original bid documents as noted below:

1. All bidders must Remove Section 2 Bid Form and replace with Revised Section 2 Bid Form. **Group C only** has an additional site added Central Warehouse.
2. All bidders must Remove Section 4 Scope of Work and replace with Revised Section 4 Scope of Work. Additional site added Central Warehouse
3. Bid closing date has been extended to Tuesday, September 26, 2023 at 11:00 A.M.
4. Last day for questions has been extended to Tuesday, September 19, 2023 at 2:00 P.M.

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, September 26, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, 6 day of

SEPTEMBER, 2023.

GOOD SUCCESS COMPANY, INC.

Legal Name of Bidder

Kenneth R. Rana

Signature of Authorized Representative

CEO

Title



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)

Date: September 21, 2023

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

1. BidNet Form - Group C Line 6 Quantity was increased to match the Bid Form.
2. Due Date has been extended to October 10, 2023 by 11:00 A.M.

ACKNOWLEDGEMENT OF ADDENDUM NO. 4

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, October 10, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 4 21ST day of

SEPT., 2023.

GOOD SUCCESS COMPANY, INC.

Legal Name of Bidder

Kenneth R. Thomas
Signature of Authorized Representative

CEO
Title



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)

Date: September 26, 2023

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

Question Q20 answered in Addendum No. 5

ACKNOWLEDGEMENT OF ADDENDUM NO. 5

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, October 10, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 5 27TH day of SEPT., 2023.

GOOD SUCCESS COMPANY, INC.
Legal Name of Bidder

Kenneth R. Davis
Signature of Authorized Representative

CEO
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid 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 bid submittal.

Bids 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 Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder 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 Bidder 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 Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid 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 Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All 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 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 general janitorial cleaning for **Group G** (North & Central Senior Centers) which consist of 7 senior centers (3- multipurpose centers and 4 neighborhood centers) for the Department of Real Estate and Asset Management.

EXHIBIT D

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 \$301,441.00 (Three Hundred One Thousand Four Hundred Forty-One Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

Cleanable Sq. Ft.	21,000	\$	\$	12	\$
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$	\$	12	\$
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$	\$	12	\$
TOTAL COST FOR JANITORIAL SERVICES					\$

I. Group G- North Senior Centers- (Original Term 2024)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.18	\$ 4,323.42		\$ 51,881.04
Premium Event=100				\$ 60 ⁰⁰	\$ 6,000.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.18	\$ 1,678.68		\$ 20,144.16
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.18	\$ 5,178.06		\$ 62,136.72
Premium Event=100				\$ 60 ⁰⁰	\$ 6,000.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.18	\$ 1,081.80		\$ 12,981.60
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.18	\$ 1,058.40		\$ 12,700.80
TOTALCOST					\$ 171,844.32

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 12.00	\$ 48,192
North Fulton (Warsaw)	5	251	1,255	\$ 12.00	\$ 15,060
D.C. Benson	16	251	4,016	\$ 12.00	\$ 48,192
Dogwood	5	251	1,255	\$ 12.00	\$ 15,060
New Horizons	5	251	1,255	\$ 12.00	\$ 15,060
TOTAL for Day Porters	47	251	11,797	\$ 12.00	\$ 141,564

Total Cost for North Senior Centers- (Original Term 2024)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$159,844.32
Total Cost for Day Porter Services for North Senior Centers	\$141,564.00
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 12,000.00
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 313,408.00

II. Group G- North Senior Centers- (1st Renewal Term 2025)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.20	\$ 4,803.80		\$ 57,645.60
Premium Event=100				\$ 60.00	\$ 6,000.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.20	\$ 1,865.20		\$ 22,382.40
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.20	\$ 5,753.40		\$ 69,040.80
Premium Event=100				\$ 60.00	\$ 6,000.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.20	\$ 1,202.00		\$ 14,424.00
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.20	\$ 1,176.00		\$ 14,112.00
TOTALCOST					\$ 189,604.80

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 13.00	\$ 52,208
North Fulton (Warsaw)	5	251	1,255	\$ 13.00	\$ 16,315
D.C. Benson	16	251	4,016	\$ 13.00	\$ 52,208
Dogwood	5	251	1,255	\$ 13.00	\$ 16,315
New Horizons	5	251	1,255	\$ 13.00	\$ 16,315
TOTAL for Day Porters	47	251	11,797	\$ 13.00	\$ 153,361

Total Cost for North Senior Centers- (1st Renewal Term 2025)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$ 177,604.80
Total Cost for Day Porter Services for North Senior Centers	\$ 153,361.00
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 12,000.00
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 342,965.80

III. Group G- North Senior Centers- (2nd Renewal Term 2026)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.24	\$ 5,764.56		\$ 69,174.72
Premium Event=100				\$ 60.00	\$ 6,000.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.24	\$ 2,238.24		\$ 26,858.88
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.24	\$ 6,904.08		\$ 82,848.96
Premium Event=100				\$ 60.00	\$ 6,000.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.24	\$ 1,442.40		\$ 17,308.80
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.24	\$ 1,411.20		\$ 16,934.40
TOTALCOST					\$ 225,125.76

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 14.00	\$ 56,224
North Fulton (Warsaw)	5	251	1,255	\$ 14.00	\$ 17,570
D.C. Benson	16	251	4,016	\$ 14.00	\$ 56,224
Dogwood	5	251	1,255	\$ 14.00	\$ 17,570
New Horizons	5	251	1,255	\$ 14.00	\$ 17,570
TOTAL for Day Porters	47	251	11,797	\$ 14.00	\$ 165,158

Total Cost for North Senior Centers- (2nd Renewal Term 2026)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$ 213,125.76
---	---------------

Total Cost for Day Porter Services for North Senior Centers	\$ 165,158
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 12,000
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 390,283.76

I. **GROUP G Central Senior Centers (Original Term 2024)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.18	\$ 824.22		\$ 9,890.64
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.18	\$ 4,592.52		\$ 55,110.24
Premium Event=100				\$ 60.00	\$ 6,000.00
TOTALCOST					\$ 71,000.88

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 12.00	\$ 15,060
Helene S. Mills	16	251	4,016	\$ 12.00	\$ 48,192
Total Cost Day Porters	21	251	5271	\$ 12.00	\$ 63,252

Total Cost for Central Senior Centers- Original Term

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 65,000.88
Total Cost for Day Porter Services for Central Senior Centers	\$ 63,252
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 6,000
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 134,252.88

II. **GROUP G Central Senior Centers (1st Renewal 2025)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.22	\$ 1,007.38		\$ 12,088.56
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.22	\$ 5,613.08		\$ 67,356.96
Premium Event=100				\$ 60.00	\$ 6000.00
TOTALCOST					\$ 85,445.52

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 13.00	\$ 16,315
Helene S. Mills	16	251	4,016	\$ 13.00	\$ 52,208
Total Cost Day Porters	21	251	5271	\$ 13.00	\$ 68,523

Total Cost for Central Senior Centers- 1st Renewal

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 79,445.52
Total Cost for Day Porter Services for Central Senior Centers	\$ 68,523
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 6,000
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 153,968.52

III. **GROUP G Central Senior Centers (2nd Renewal 2026)**

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.24	\$ 1,098.96		\$ 13,187.52
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.24	\$ 6,123.36		\$ 73,480.32
Premium Event=100				\$ 60.00	\$ 6,000.00
TOTALCOST					\$ 92,667.84

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 14.00	\$ 17,570
Helene S. Mills	16	251	4,016	\$ 14.00	\$ 56,224
Total Cost Day Porters	21	251	5271	\$ 14.00	\$ 73,794

Total Cost for Central Senior Centers- 2nd Renewal

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 86,667.84
Total Cost for Day Porter Services for Central Senior Centers	\$ 73,794.00
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 6,000.00
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 166,461.84

GROUP G- Senior Centers

Pricing Recap Janitorial Services			
		North	Central
Original Term		\$ 159,844.32	\$ 65,000.88
1 st Renewal Term		\$ 177,604.80	\$ 79,445.52
2 nd Renewal Term		\$ 213,125.76	\$ 86,667.84
Total All Terms		\$ 550,574.88	\$ 231,114.24
PREMIUM EVENT			
DAY PORTERS			
Original Term		\$ 141,564.00	\$ 63,252.00
1 st Renewal Term		\$ 153,361.00	\$ 68,523.00
2 nd Renewal Term		\$ 165,158.00	\$ 73,794.00
Total All Terms		\$ 460,083.00	\$ 205,569.00
PREMIUM EVENT		\$	\$
Original Term		\$ 12,000.00	\$ 6,000.00
1 st Renewal Term		\$ 12,000.00	\$ 6,000.00
2 nd Renewal Term		\$ 12,000.00	\$ 6,000.00
Total Premium Event		\$ 36,000.00	\$ 18,000.00

EXHIBIT E

PURCHASING FORMS

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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] GOOD SUCCESS COMPANY, 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.

512962
EEV/Basic Pilot Program* User Identification Number

Kenneth R. Davis
BY: Authorized Officer of Agent
(Insert Contractor Name)

CEO
Title of Authorized Officer or Agent of Contractor

KENNETH R. DAVIS
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 8th day of September, 2023

Notary Public: [Signature]

County: Fulton

Commission Expires: 4/1/2025



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].

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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] NOT APPLICABLE 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.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

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].

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Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: NOT APPLICABLE

Utility Contractor's Name: _____

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: _____

(ATTACH COPY OF LICENSE)

2024

City of College Park

3667 Main Street, College Park, Georgia 30337

OCCUPATION TAX CERTIFICATE

**Business Classification**

Janitorial Services

Expiration:

12/31/2024

License#

LIC-2024.02.0011

Licensee Name

KENNETH R. DAVIS

Name of Business

Good Success Company, Inc.

Business Location

4751 BEST RD

College Park , GA , 30337

**This certificate must
be posted in a
conspicuous place.**

**This certificate
entitles business to
be conducted in the
conformity with and
subject to the
provisions of
ordinances of the
City of College Park
and the laws of the
State of Georgia**

Shavala Ames

City Clerk

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

FORM D: 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.

KENNETH R. DAVIS IS 100% OWNER OF
GSC STOCK. KENNETH R. DAVIS IS CEO
AND MANAGES ALL DAILY OPERATIONS

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.

GOOD SUCCESS COMPANY CELEBRATES
24 YEARS IN BUSINESS. GSC HAS EXPERIENCED
50% INCREASE IN BUSINESS GROWTH DURING
THE PAST 5 YEARS.

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 has ever: (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.

NO PERSONS IN GOOD SUCCESS COMPANY
HAS PRESENTLY OR PREVIOUS WORKED
FOR FULTON COUNTY, OR RECEIVED ANY
REVENUES DIRECTLY OR INDIRECTLY FROM
FULTON COUNTY,

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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]

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Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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 8TH day of SEPTEMBER, 2023

GOOD SUCCESS COMPANY 09-08-2023
(Legal Name of Proponent) (Date)

Kenneth R. [Signature] 09.08.2023
(Signature of Authorized Representative) (Date)

CEO
(Title)

Sworn to and subscribed before me,

This 8 day of September, 2023

Cynthia Strickland
(Notary Public) (Seal)

Commission Expires 11-15-2026
(Date)





CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	GOOD SUCCESS COMPANY, INC.
Authorized Signature:	
Printed Name and Title of Person Signing:	KENNETH R. DAVIS, CEO
Date:	JUNE 20, 2022
Company Address:	4751 BEST ROAD, SUITE 270 COLLEGE PARK, GA 30337
FAX Number:	1-800-688-6305
Email Address:	kendavis@goodsuccesscompany.com
*This table must be completed in its entirety by the supplier.	

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (KENNETH R. DAVIS),
Name

CEO

Title

GOOD SUCCESS COMPANY, INC.

Company 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: KENNETH R. DAVIS TITLE: CEO

SIGNATURE: Kenneth R. Davis

ADDRESS: 4751 BEST ROAD, SUITE 270

COLLEGE PARK, GA 30337

PHONE NUMBER: 404-458-4196 EMAIL: ken.davis@
goodsuccesscompany.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION (Group C & D)

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name GOOD SUCCESS COMPANY, INC.

ITB/RFP Name & Number: JANITORIAL SERVICES FOR FULTON CTY FACILITIES
23ITB138801C-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); ☒ Small Business (SBE); ☐ Service Disable Veteran (SDVBE) ☒ Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.
☒ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ 447,661.12 Or 100% %

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: N/A

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) N/A

Total Percentage of Certified Subcontractors: (%) N/A

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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: Kenneth R. Davis Title: CEO

Business or Corporate Name: GOOD SUCCESS COMPANY, INC.

Address: 4751 BEST ROAD, SUITE 270
COLLEGE PARK, GA 30337

Telephone: (404) 458-4196

Fax Number: (800) 688-6305

Email Address: kendavis@goodsuccesscompany.com

EXHIBIT B1 (SBR) - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION (Group G Only)

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 the "Attachment B2 Form" all subcontractors/suppliers (if applicable) who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name N/A

ITB/RFP Name & Number: N/A

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is ☐ or is NOT ☐, a Small Business (SBE) ** If yes, Prime must submit a copy of recent SBE certification.

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. Lists all participating Sub-Contractor/suppliers (if applicable) using **Exhibit B2**.
3. Lists all Sub-Contractor/suppliers contacted regarding the project (if applicable) using **Exhibit C**

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.

By submitting this form, it is understood that every firm listed as a subcontractor/supplier has been properly notified and will participate.

Signature: N/A Title: _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5

INSURANCE AND RISK MANAGEMENT PROVISIONS

Janitorial Services-Selected Sites

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains 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, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. 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 Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy 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 inception date of the Contract.

Accordingly, the Respondent shall provide a certificate evidencing the following:

I. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act 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 Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

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 Per Occurrence \$1,000,000
(in excess of above noted coverage)**5. FIDELITY BOND AND CRIME**

(Employee Dishonesty-Theft)	Per Occurrence	\$100,000
*Above to include 3 rd Party Coverage		

6. CONTRACTOR'S POLLUTION LIABILITY Per Occurrence \$50,000-\$100,000**Certificates of Insurance**

Contractor/Vendor 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, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor 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 Government.

If Fulton County Government shall so request, the Contractor/Vendor shall 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.

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

Such certificates and notices must identify the "Certificate Holder" as follows:

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

Certificates must list Project Name (where applicable).

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/operations in conjunction with the Contract and/or Scope of Work.

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).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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 Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/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 Consultant/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 Consultant/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 Consultant/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.

Consultant/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.

Consultant/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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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).

-
-

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: GOOD SUCCESS Co SIGNATURE: Kenneth R. Davis

NAME: KENNETH R. DAVIS TITLE: CEO DATE: 5/8/2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2024

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 Waller and Company Insurance Agency 1129 Senoia Rd, suite B Tyrone, Georgia 30290	CONTACT NAME: Art Waller PHONE (A/C, No, Ext): 770-432-4065 FAX (A/C, No): 770-438-1602 E-MAIL ADDRESS: artwaller@wallersolutions.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: United States Liability Insurance Company	
INSURER B: State Farm Insurance Company	
INSURER C: Liberty Mutual Insurance Company	
INSURER D: United States Liability Insurance Company	
INSURER E:	
INSURER F:	

INSURED
 Good Success Company, Inc
 P O Box 310226
 Atlanta, Georgia 31131

COVERAGES**CERTIFICATE NUMBER:****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
<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			(A) CL 1751327 E	04/01/2024	05/04/2025	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			(B) 0003246-B27-11	04/01/2023	05/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			(D) 023B105655	04/01/2023	05/04/2025	EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ 2,000,000.00 \$
	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	(C) WC5-335B21Z3J-012	05/04/2023	05/04/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

Janitorial
Service

Bid: 23ITB138801C-GS

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government - Purchases and Contract
 Compliance Department
 130 Peachtree Street, SW, suite 11168
 Atlanta, Georgia 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

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

There were no Bonds required for this project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2024

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 Waller and Company Insurance Agency 1129 Senoia Rd, suite B Tyrone, Georgia 30290	CONTACT NAME: Art Waller PHONE (A/C, No, Ext): 770-432-4065 FAX (A/C, No): 770-438-1602 E-MAIL ADDRESS: artwaller@wallersolutions.com														
INSURER(S) AFFORDING COVERAGE															
INSURED Good Success Company, Inc P O Box 310226 Atlanta, Georgia 31131	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : United States Liability Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : State Farm Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C : Liberty Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D : United States Liability Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : United States Liability Insurance Company		INSURER B : State Farm Insurance Company	25178	INSURER C : Liberty Mutual Insurance Company		INSURER D : United States Liability Insurance Company		INSURER E :		INSURER F :	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

 Janitorial
 Service

Bid: 23ITB138801C-GS

CERTIFICATE HOLDER**CANCELLATION**
 Fulton County Government - Purchases and Contract
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AUTHORIZED REPRESENTATIVE

Invest Atlanta**24-0267 Board of Commissioners**
Invest Atlanta Briefing**COUNTY MANAGER'S ITEMS****Open & Responsible Government****24-0268 County Manager**
Presentation of the Fulton County Operational Report.**24-0269 Finance**
Presentation, review, and approval of April 17, 2024, Budget Soundings and Resolution.**24-0270 Real Estate and Asset Management**
Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide in the total amount of \$345,000.00, with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in the amount of \$145,000.00; (B) HPI Floor, LLC (Atlanta, GA) in the amount of \$125,000.00; and (C) Brad Construction Company II, LLC (Fayetteville, GA) in the amount of \$75,000.00, to provide carpet, carpet tile installation and repair services for Countywide facilities. Effective upon execution of contracts through December 31, 2024, with two renewal options.**24-0271 Real Estate and Asset Management**
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB122123K-DB, Demolition Services for the Super Inn Hotel and the Executive Inn Hotel in an amount not to exceed \$1,071,000.00 with Complete Demolition Services, LLC (Carrollton, GA) to provide demolition services for the Super Inn Hotel and the Executive Inn Hotel. Effective upon issuance of Notice to Proceed for a period of 160 calendar days.**24-0272 Real Estate and Asset Management**
Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid #23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed \$981,071.00 with (A) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$679,630.00 for Group C (Central Libraries) and Group D (North Fulton Libraries); and (B) Good Success Company, Inc. (Atlanta, GA) in an amount not to exceed \$301,441.00 for Group G (North and Central Senior Centers), to provide janitorial services for selected Fulton County facilities for Fulton County for the remaining eight (8) months of FY2024. Effective dates: May 1, 2024, through December 31, 2024, with two renewal options.



CONTRACT DOCUMENTS FOR

23ITB138801C-GS

**Janitorial Services for Selected Fulton County
Facilities (Groups C, D & G)**

**For
Department Of Real Estate & Asset Management**

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ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
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ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
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ARTICLE 35.	<u>PERMITS, LICENSES AND BONDS</u>
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Exhibits

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EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT H:	<u>PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)</u>

CONTRACT AGREEMENT

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

Contract No.: **23ITB138801C-GS, Janitorial Services for Selected
Fulton County Facilities (Groups C, D & G)**

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

Telephone: **(770) 318 9786**

Email: **hangel@amfacility.com**

Contact: **Harold Angel**
Vice President

This Agreement made and entered into effective the 1st day of May 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **AMERICAN FACILITY 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 & Asset Management department hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to perform To provide general janitorial cleaning for Group C (Central Libraries) which consist of six facilities (Central, Auburn Research, MLK, Peachtree, & Mechanicsville libraries, and Central Warehouse; Group D (North Libraries) which consist of 15 libraries for the Department of Real Estate and Asset Management, 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: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

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 Bid document, 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 April 17, 2024 and 24-0272.

ARTICLE 2. **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 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to provide general janitorial cleaning for Group C (Central Libraries) which consist of six facilities (Central, Auburn Research, MLK, Peachtree, & Mechanicsville libraries, and Central Warehouse; Group D (North Libraries) which consist of 15 libraries. for the Department of Real Estate and Asset Management. 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 4. **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 5. **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 the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **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 the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **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 8. **MULTI-YEAR 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 May 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. 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:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2025	12-31-2025
2	12 months	01-01-2026	12-31-2026

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 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$679,630.00, (Six Hundred Seventy-Nine Thousand Six Hundred Thirty Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. 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 subcontractor performing services on this Project by Contractor. No changes or

substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **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 12. **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. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. 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 13. **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.
- (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 14. **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 15. **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 16. **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 17. **RESPONSIBILITY OF CONTRACTOR**

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 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify 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 any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. 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.

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.

18.2 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.

18.3 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.

18.4 Separate Counsel.

18.4.1 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 18.3 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.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend 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).

18.5 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 19. **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 20. **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 G, 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 21. **PROHIBITED INTEREST**

Section 21.01 **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 21.02 **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 22. **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 23. **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 24. **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 25. **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 subcontractor, assignee or transferee.

ARTICLE 26. **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 27. **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 28. 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, S.W., G-119
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) 318-9786
Email: hangel@amfacility.com
Attention: Harold Angel, President

ARTICLE 29. 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 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 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 30.03 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **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 32. **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 33. 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: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately 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 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. The County shall promptly pay any undisputed items contained in such invoices.

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 34. 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 35. **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 36. **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 37. **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

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

EFC476C4837648D

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

68048F0EDCEC451

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

E45C5C5E17EB417

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

CONTRACTOR:

**AMERICAN FACILITY
SERVICES, INC.**

DocuSigned by:

Harold Angel, President

29F74E000412460...

Harold Angel
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Stephanie Veronica Perez

Notary Public

Forsyth
County: _____

Commission Expires: 01/02/2028

(Affix Notary Seal)



24-0272 4/17/2024
ITEM#: _____ RM: _____
SECOND REGULAR MEETING

ADDENDA



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)
Date: August 18, 2023

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

A Pre-Bid Conference will be held via web-conference.

Date: Tuesday, August 22, 2023

Time: 10:00 A.M.

Link: Join Zoom Meeting

<https://zoom.us/j/97962149320>

Disregard Tuesday, August 29, 2023

ACKNOWLEDGEMENT OF ADDENDUM NO.1

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, September 12, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, 18th day of

August, 2023.

American Facility Services, Inc.

Legal Name of Bidder

Signature of Authorized Representative

Harold Angel

Title



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)
Date: August 21, 2023

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

1. **Item 37. Bidder References and Item 38. Required Submittals remove from Table of Content only.**
2. **Delete in its entirety Page 52 through 62 of Section 7 (Contract Compliance Requirements)**
3. **Replace with Revised Section 7 - Contract Compliance Requirements**

ACKNOWLEDGEMENT OF ADDENDUM NO.2

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, September 12, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, 22nd day of

August, 2023.

American Facility Services, Inc.
Legal Name of Bidder


Signature of Authorized Representative

Vice President
Title



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)

Date: August 30, 2023

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

1. All bidders must Remove Section 2 Bid Form and replace with Revised Section 2 Bid Form. **Group C only** has an additional site added Central Warehouse.
2. All bidders must Remove Section 4 Scope of Work and replace with Revised Section 4 Scope of Work. Additional site added Central Warehouse
3. Bid closing date has been extended to Tuesday, September 26, 2023 at 11:00 A.M.
4. Last day for questions has been extended to Tuesday, September 19, 2023 at 2:00 P.M.

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, September 26, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, 31st day of

August, 2023.

American Facility Services, Inc.
Legal Name of Bidder


Signature of Authorized Representative

Vice President
Title



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)

Date: September 21, 2023

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

1. BidNet Form - Group C Line 6 Quantity was increased to match the Bid Form.
2. Due Date has been extended to October 10, 2023 by 11:00 A.M.

ACKNOWLEDGEMENT OF ADDENDUM NO. 4

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, October 10, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 4 21st day of

September, 2023.

American Facility Services, Inc.

Legal Name of Bidder

Signature of Authorized Representative

Vice President

Title



Project 23ITB138801C-GS, Janitorial Services for Fulton County Facilities (Group C, D & G)

Date: September 26, 2023

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

Question Q20 answered in Addendum No. 5

ACKNOWLEDGEMENT OF ADDENDUM NO. 5

The undersigned Bid acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid 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 bid due date and time **Tuesday, October 10, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 5 26th day of Sept., 2023.

American Facility Services, Inc.

Legal Name of Bidder

Signature of Authorized Representative

Vice President

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid 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 bid submittal.

Bids 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 Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder 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 Bidder 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 Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid 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 Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All 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 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 general janitorial cleaning for Group C (Central Libraries) which consist of six facilities (Central, Auburn Research, MLK, Peachtree, & Mechanicsville libraries, and Central Warehouse; Group D (North Libraries) which consist of 15 libraries for the Department of Real Estate and Asset Management.

REVISED SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Description of Project:

To provide general janitorial cleaning for **Group C** (Central Libraries) which consist of six facilities (Central, Auburn Research, MLK, Peachtree, & Mechanicsville libraries, and Central Warehouse; **Group D** (North Libraries) which consist of 15 libraries for the Department of Real Estate and Asset Management.

Scope of Work Summary:

The work will be performed at the various County facilities listed and/except any added/deleted during the life of this contract. The successful bidder shall furnish all janitorial services and the labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities. Fulton County will accept original bid responses specifically tailored to solve our janitorial problems.

The apparent silence of this specification and any supplement thereto as to details, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. 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. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

Georgia Criminal Investigation Checks (GCIC) must be conducted by the Contractor at Contractor's expense on all employees, including sub-contractors, assigned to clean County Facilities. National Crime Information Center (NCIC) checks must be conducted by the Contractor at the Contractor's expense on all employees and subcontractors hired to perform work in Justice Facilities only. Said employees may be temporarily assigned to Justice Facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance. The GCIC must 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.

All bidders shall bid on the required cleaning for each group on which they desire to bid. Note that not all services apply to all facilities (e.g., most facilities do not

include a locker room). It is the bidder's responsibility to ensure that their bid for any facility has been calculated to include all appropriate services.

Bidders may also offer alternate bids for any location or group of locations. Any such alternate bid must clearly indicate the differences between it and the base bid with an explanation of why the bidder believes the alternate should be considered instead of (or in addition to) the base bid. Bidders may offer alternate pricing for award of multiple groups.

Successful bidder must be prepared to fully assume responsibilities of this contract and begin cleaning facilities within 30 days after notification of approval of award by the Fulton County Board of Commissioners. Employees assigned to clean Fulton County Facilities may not begin work prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Failure to adhere to this timeline will be grounds for selection of the next qualified bidder to fulfill this contract.

It is highly recommended that bidders visit all facilities on which they are bidding before submitting a bid. Failure to make such a visit will not relieve bidder of the responsibility to 1) submit a complete bid in proper form, or 2) properly clean a facility if awarded.

Any facilities which are added to or deleted from a cleaning group will be done so at the same price per square foot being charged for that group. Any additional facility which is added to the contract which does not reasonably belong to one of the existing groups will be added at a price per square foot which is mutually agreeable to both parties and within BOMA guidelines.

Any remarks or apparent errors in the specification or exceptions taken to the content of the specification must be clearly presented by the bidder as an attachment titled "Remarks and Exceptions". Failure to do so is an agreement by the bidder that they accept the terms and conditions of the specifications as written.

Definitions

BOMA - Building Owners and Manager Association

Days- "Days" shall mean calendar days.

As Necessary- *Whenever needed as determined by Department of Real Estate and Asset Management Staff.*

Daily – Required each day the facility is opened to the public. If required more than one time per day, indicate number of times. (e.g., "3 x Daily" or "3/Day" for three time each day)

Weekly- The task will be performed once each week. If required more than one time per week (but less than daily), indicate number of times. (e.g., "2 x Weekly"

or "2/Week" if task is to be done twice a week). If task will be done on specific day(s) of week, this will be detailed in the final work schedule as agreed with the Contract Administrator.

GCIC- Georgia Criminal Investigation Checks

NCIC- National Crime Information Center

Joint Review A committee consisting of executive management for both Fulton County and the Contractor, or any other members thereof who are empowered to make decisions on behalf of the County and Contractor.

Monthly: The task will be performed once each month. If required more than once per month (but less frequently than every week) indicate number of times per month. (e.g., "2 x Monthly" or "2/Month" if task is to be done twice a month.

Quarterly- The task will be performed once during every three –month period.

Yearly- The task is to be performed once during the contract year at time to be agreed with by the Contract Administrator. ("2 x Yearly" would mean semi-annually. "3/Year" would mean every four months").

Multi-term contracts- a contract executed for a specific period with the option to renew for additional periods of time.

BOMA STANDARDS (Building Owners and Manager Association)

Bid Price – Fulton County will use the Building Owners and Managers Association (BOMA) Experience Exchange Report and Regional Market Analysis to determine a reasonable price range per square foot for these services or from a reputable research source that provides a cost average per square foot for standard cleaning services for Fulton County facilities. Any bid falling substantially outside these ranges will be rejected.

Any facilities which are added to or deleted from the selected Fulton County facilities (Groups C, D, & G) will be done so at the same price per square foot being charged for that medical facility. Any additional facility which is added to the contract will be added at a price per square foot which is mutually agreeable to both parties and within BOMA guidelines.

BIDDER'S ORGANIZATION

- Each bidder shall demonstrate its ability to organize and manage janitorial projects at multiple sites.
- Each bidder shall graphically illustrate the position of the Account Executive for this contract in the overall corporate organization. The bidder shall

include a current resume of the Account Executive, Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people.

- Each bidder shall show how corporate support is to be provided to the project.
- Each bidder shall graphically demonstrate the relationship between the Account Executive and the Project/Site Manager. Detailed attention must be placed on the authority of these officers to execute key decisions under normal, urgent, and emergency situations.
- The Account Executive and the Project/Site Manager shall be accessible to the Fulton County Contract Administrator(s) twenty-four (24) hours per day, seven days per week. The bidder must show how it intends to provide this accessibility and the required coverage. Project/Site Managers must be physically at the facilities during cleaning hours. If the assigned Project/Site Manager is out sick, on vacation, terminated, or otherwise unavailable, the Fulton County Contract Administrator must be notified immediately (within 24 hours) of who on site oversees operations.

TRAINING

- Bidder shall include a comprehensive janitorial training plan which includes at a minimum specific training each employee involved in this contract (including supervisory and management personnel) has already received.
- Specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.
- Include details of when and where such training is to be accomplished. Fulton County reserves the right to observe any such training.
- Description of how the effectiveness of the training is to be measured.
- Details of specific training each floor care technician assigned to this contract has already received and will receive equivalent to the Fulton County Custodian.

KEY CONTROL AND SECURITY PLAN

- The bidders must include a plan showing how they will handle, and control keys issued to them as well as electronic security codes made known to them under this contract. Electronic codes are confidential and may not be shared among employees, relatives, or friends. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. The successful bidder shall be responsible for all keys issued to them. The contracted vendor will replace all lost keys and broken keys at vendor's expense. In the event the loss of keys requires lock replacement, the cost of replacing locks of similar security requirements will also be charged to the vendor. In facilities with electronic alarms systems, the contracted vendor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees. Employees must sign in and out utilizing a Staff Security Sign-in Sheet where guards aren't on duty. Employees must sign in and out with security in facilities where guards are in place. Security may inspect bags at any time.

PILFERAGE OF ITEMS AND VANDALISM

- Bidders must indicate how they plan to make sure that valuable items are not broken, abused, or stolen. Failure to control pilferage and vandalism can 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 vendor's employees will be charged to the vendor and vendor will reimburse / replace item to Fulton County within ten working days or payment will be subtracted from the next scheduled payment to the vendor by Fulton County.

THE USE OF SUBCONTRACTORS

- The successful bidder(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the 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 the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. All employee records must be maintained by the Contractor and Subcontractor for a minimum of 3 years and accessible to Fulton County.

The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the 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, the 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.**

QUALITY CONTROL PLAN

- The bidder must develop a comprehensive quality control plan. This plan must assure that all facilities are always maintained at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Fulton County Maintenance Manager or Inspector prior to start date of contract and may be reevaluated 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 Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.
 - B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
 - C. The bidder must include in the plan a suitable method for inspecting and recording infrequently performed services.
 - D. The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.
 - E. This plan should include a suitable way to inform the Fulton County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).

- F. The bidder must develop a checklist, key control report, quality control report, staff security sign-in sheet, training calendar, periodic schedule, completed projects calendar (See Appendices) acceptable to Fulton County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Fulton County Contract Administrator at the biweekly meetings with contractor. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.
- G. The bidder must also describe what the contingency plan is 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-contractors fail to provide service, or other problems arise.

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

DEFICIENCY REPORTING

- If a cleaning-related deficiency is noted by the County, the Building Services Supervisor for the affected facility will notify the Contractor's Project Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Building Services Supervisor will stipulate in the Deficiency Notice the time allowed for the Contractor to correct the deficiency.
- The Contractor's Project Manager shall provide a written response to the Building Services Supervisor no later than the end of the correction time stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were 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 meeting of the County's Building Services Manager/Supervisor along with the Contractor's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report.
- When a deficiency in a "periodic service" will not be corrected within the time stipulated by the Building Services Supervisor, the Contractor must, within two working days, correct the deficiency. The Building Services Supervisor will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.

- If deemed an acceptable corrective action and/or time frame by the Building Services Supervisor, the Contractor shall submit a report when the corrective action has been completed.
- If the Building Services Supervisor determines this 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 bid document relating to non-performance.
 - The Contractor will be allowed to redo a service upon notification. However, Fulton County reserves the right to consider any required repeat service as a failure to perform. The Fulton County Contract Administrator will determine when the level of service has progressed to an unsatisfactory level. Failure to meet any or all the requirements may result in a deduction of one percent (1%) of Contractors' monthly Invoice.

NON-PERFORMANCE

- If a deficiency is not properly addressed within the correction period given or if the same problem recurs, County will withhold a portion of the payment.
- Any decision to invoke the penalties delineated in this section will be made solely by the Building Services Manager or the Deputy Director of the Department of Real Estate and Asset Management of Fulton County or a designated representative thereof.
- No monies, exceeding \$1,000.00, will be withheld without prior written notification to the Contractor by the Building Services Manager or the Deputy Director of the Department of Real Estate and Asset Management of Fulton County.
- The bidder will be notified in writing of the intent by Fulton County to invoke a penalty. The bidder has three (3) working 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 can be grounds for termination of the contract. The written response must include verification and documentation of the bidder's adherence to the QC Plan and will be subject to evaluation and modification by General services to meet the County's needs.

PENALTIES FOR NON-PERFORMANCE

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

The 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 will 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.

- 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 and 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. 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 \$25 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 \$50 fine assessed to the Contractor. Also, County may exercise its option to offer the affected facility(s) to the next lowest bidder if it is in the best interest and safety of the County.

REMOVAL FOR CAUSE

- If Contractor through any cause shall fail to perform the Janitorial Services as specified in the Bid Documents in a satisfactory, timely and proper manner or if any of the provisions or stipulations of this agreement are violated by Contractor, the County shall thereupon have the right to immediately terminate this agreement by written notice to Contractor. Said written notice will be sent via certified mail to Contractor at the last address given to the County by Contractor. Notification is considered complete upon mailing, via certified mail, by County. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.
- Any decision to invoke the penalties delineated in this section will be made solely by the Director/Deputy Director of the Department of Real Estate and Asset Management of Fulton County, and may be based upon

recommendations from the Building Services Manager and Building Services Supervisors.

- The County reserves the rights to contact Contractor's bonding company to have them take appropriate action under the terms and conditions of the Contractor's performance bond.
- In the event contract is terminated due to breach of this agreement, the County retains all rights to compensation from Contractor for all losses resulting from that breach of contract, to include back charges plus punitive damages.

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 successful bidder. Bidders must show that they can deliver 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, BOMA and JCAHO standards will prevail.

1. BIDDER'S QUALIFICATIONS

- Each bidder shall have a minimum of three (3) years demonstrable experience providing janitorial service for facilities of comparable usage and size.
 - The bidder shall provide a list of contracts held over a period of not less than three years, and at least one reference must be less than three (3) years old, showing that the bidder has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion.
 - The listing must include:
 - The work performed, (indicate if being done as prime- or sub-contractor), number of facilities, total square footage for all facilities, highest and lowest square footage per unit within the group of facilities, length of contract, contract administrator, and telephone number.
2. Names, addresses, and phone numbers of at least three (3) individuals who can verify the bidder's ability to perform work of this type and scope.

3. At least one reference must be less than three (3) years old, showing that the bidder has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion.

	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5
Name of Contact					
Contract Term from when to when					
Prime or Subcontractor					
Total Square Feet Cleaned					
Contract Administrator					
Telephone Number					
Email Address					

4. Membership in any professional cleaning and/or certifying organization.
5. Training and professional certification of key individuals who will be involved in the Fulton County contract.

• **PERSONNEL:**

A. Employees:

1. Contractor shall always have in its employ enough capable and qualified contract and subcontract employees to enable it to operate, maintain, and account for the facility properly, adequately, safely, and economically. If at any time it is deemed that the Contractor does not have the appropriate number of employees employed in accordance with established BOMA standards to adequately provide the proper cleaning services to meet contractual specifications, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, **shall** provide the expected total of employees and/ or hours required to adequately clean the facilities

and meet Fulton County standards. Failure by the Contractor to continue to not meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, except for 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.

2. **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, Bloodborne 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. Also, when rain is projected or unexpected, Contractor will ensure all Safety Signs and Safety Mats are present to warn Customers and Employees of potential slip and fall hazards.

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

3. **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 regarding 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.

4. **Protection**– The 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.

B. Supervision:

The 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 always available 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.**

3. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

6. Electrical power at existing outlets for the contractor to operate equipment necessary in the conduct of its work.
7. Hot and cold water as necessary,
8. 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 the Contractor

1. The Contractor shall furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this

contract unless otherwise specified herein, and all substances must be used in accordance with manufacturer's recommendations. Once supplies are installed, they become the property of Fulton County. These supplies and materials shall be of a quality and type customarily utilized by other contractors engaged in the profession of providing janitorial services. No later than five days prior to the contract starting date, the contractor shall submit a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in the performance of the work. The Contract Administrator must approve the 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. The Contractor shall use recycled products to the greatest extent possible.

Mandatory Chemicals/Supplies

COVID-19 Fighting Products

Bloodborne Pathogen Protection Kits

High phenol coefficient germicidal cleaner

Degreaser / germicidal disinfectant

Sanitizers

Furniture Polish

Germicides

Graffiti Remover

All Purpose Cleaners

Gum Remover

Glass Cleaners

Carpet Cleaner

Fabric Cleaners

Pool Surface Cleaner

Deodorizers

Hard Floor Cleaner

Hard Floor Finisher

Hard Floor Stripper

Marble/Stone Cleaner

Marble/Stone Enhancer

Hardwood Cleaner

Hard Wood Wax/Enhancer

2. The 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.
3. Any material being used which is not achieving desired results will be replaced with a more effective product.
4. All necessary cleaning equipment including 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 the

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 72 hours. Propane driven equipment is banned.

5. All contracted personnel must be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be always worn in a clearly visible manner when working in County facilities. Penalties for Non-Performance describes in detail the actions that will apply for non-compliance.

4. SERVICES REQUIRED

A. 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 must 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 must 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 must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied (as many times as necessary), cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Contractor.
3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products. All rolls and dispensers must be filled, and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.

4. **Restroom cleaning and restocking must be provided as many times as necessary daily to maintain cleanliness.**

B. Floors—Light furniture (other than desks, file cabinets, etc.)

shall be moved and replaced.

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 and method 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 and method 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. **Floor Finishing:** 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. The use of propane burnishing equipment is prohibited.

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 extraction 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 appearance and not result in excessive fuzziness from the extract process. Dry cleaning methods should be employed whenever appropriate.
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/Laminate Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction, or after instruction from Fulton County manager. 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.

C. 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, windowsills, 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 70 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 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high bookcases, 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:** Polish all chrome, brass, and metal items with a non-acidic, non-abrasive cleanser. 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 handprints. 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 desktops. 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 and as necessary. 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 48 hours of removal. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust, and grime.

D. Waste Removal (As many times as necessary)

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 and as many times necessary. Trash removal is satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
2. **Recycling Program:** The successful bidder will work with Fulton County to assure that the recycling goals are met. This will include checking recycling bins to assure 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 daily and as necessary. The plan should include how the respondent will train employees on handling recyclable materials.

E. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, patios, and docks and remove to designated areas daily. Wash and steam clean all receptacles used in the collection of food remnants on a quarterly basis and away from food handling areas. 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 and as necessary. Trash removal is satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.

2. **Emptying and Cleaning Ashtrays and Vases:** Empty and clean all ashtrays and vases 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.

F. Break Room Cleaning:

Empty all trash and waste receptacles in break room. Replace all waste can liners. Clean counter tops, sinks, pipe fittings, tabletops, 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 windowsills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers (As necessary).

G. Special Areas

- **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock, Patios, Entryways and Steps:** Utilizing a high-pressure washer or other appropriate equipment, scrub floors/pavement, loading dock, patios, entryways, and steps with a material suitable for cleaning. Areas 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/paved surfaces. This applies to all County Facilities that have a patio, garage and/or loading dock, etc. When pressure washing, responsive offeror must take all precautions to protect County/Personal Property from water overspray. If vulnerable items, furniture, or exposed county/personal property can't be moved by County/Personnel or offeror; items, equipment, or vehicles must be covered with a clear plastic covering or suitable material for protection from overspray and water spotting. Cost for protective coverings will be paid by the offeror. These areas will be cleaned as necessary.
- **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning. 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.

- **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be always kept clean. 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. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.
- **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. 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 and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
- **Pool Deck Cleaning:** Pool Deck is considered clean when all areas are clean and free of dirt, mold, and mildew. All surfaces must be thoroughly cleaned and free from encrustation and excess water. All seats and cushions must be cleaned thoroughly and be free from mold and mildew. Pool deck cleaning will also include emptying and cleaning all trash receptacles, inserting new liners, wiping all reflectors and light panels, and cleaning all dressing rooms thoroughly. Return all bath towels and wash cloths to designated area. Periodic pressure washing must be done with chemicals prescribed and provided by Fulton County and/ or its designated representative.
- **Medical Area Cleaning:** Contractor must always wear gloves while working within the medical area. At no time is the contractor to handle Medical Hazardous Waste. This waste must be handled by a separate medical waste management contractor through the site manager. All cleaning is to be done with a substance/germicide/disinfectant suitable for killing germs and disinfecting and must be cleaned in accordance with JCAHO standards. All staff cleaning medical areas must be trained in proper use of Personal Protective Equipment and procedures associated with handling hazardous materials.
- **Beauty Salon:** The Beauty Salon is considered clean when all areas are clean and free of dusts, spots, stains, rust, mold, encrustation, and excess moisture. Beauty Salon cleaning includes vacuuming, sweeping, scrubbing, and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, shelves, wash basins and mirrors. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Beauty Salon cleaning will also include

emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

- **Kitchen Cleaning—Offices & Restrooms:** Clean all Kitchen Offices and Restrooms in accordance with existing standards described in the bid document.

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. (As many times as necessary)	Daily
2	Clean waste receptacles and replace liners. (As necessary)	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.	3 x Weekly
5	Dust windowsills and all other surfaces up to 70" high	3 x Weekly
6	Clean all janitorial closets.	Weekly
7	Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 70" high. (As necessary)	Daily
8	Dust all surfaces between 70" and 144" high.	Weekly
9	Remove dirt and streaks from all surfaces between 70" and 144" high.	Weekly
10	Dust Venetian blinds.	Weekly
11	Remove debris & dust top of vending machines	Weekly
12	Moves recycle paper in wheeled containers to designated area (and returns empty containers to normal locations).	As Necessary
13	Vacuum upholstered furniture	Monthly
14	Clean Venetian blinds.	2 x Year

Table B - Lavatory, Locker Room Bathroom Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and all other trash receptacles, including sanitary napkin dispensers. (As many times as necessary)	Daily
2	Clean waste receptacles/replace waste basket liners. (As necessary)	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures using high phenol coefficient germicidal cleaner (including showers). (As necessary)	Daily
4	Damp clean or polish and refill all dispensers. (As necessary)	Daily
5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers). (As necessary)	Daily
6	Clean & polish mirrors, bright work, and enamel surfaces. (As necessary)	Daily
7	Clean walls and stall partitions (including showers). (As necessary)	Daily
8	Clean all baseboard and floor drain plates.	2 x per Month
9	Machines 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.	2 x per Year

Table C - Stairwell Cleaning Services to be Performed		Frequency of Service
1	Sweep stairwells for all facilities	3 x Week
2	Mop stairwells at all facilities.	Weekly

Table D - Floor Care Services to be Performed		Frequency of Service
1	Vacuum all carpeted areas including edges, corners, rugs, and all floor matting. (As necessary)	2 x Week
2	Sweep and/or dust mop all non-carpeted areas.	2 x Week
3	Mop spillages in all non-carpeted areas. (As necessary)	Daily
4	Mop all non-carpeted areas. (As necessary)	Daily
5	Spots clean all carpeted areas. (As necessary)	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.	2 x Weekly
7	Strip and refinish all hard flooring.	2 x Yearly
8	Scrub and re-coat all floors.	2 x Monthly
9	Shampoo and extract all carpeting	3 x Year

Table E - Window Cleaning Services to Be Performed		Frequency of Service
1	Clean all interior windowsills and surfaces up to 70".	3 x Week
2	Clean all entrance glass doors and windows, interior and exterior surfaces (As necessary)	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 (As necessary)	Daily
2	Clean interior and exterior of trash receptacles and change liners (As necessary)	Daily
3	Police and remove all debris and trash from entry ways, patios, exterior grounds, parking lots and landscape areas. (As necessary)	Daily

Table G – Medical/Dental Office Cleaning Services to be Performed		Frequency of Service
1	Empty wastebaskets and other trash receptacles, taking contents to designated area. (As necessary)	Daily
2	Clean all waste receptacles and replace liners	Daily
3	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	3 x Week
4	Dust windowsills and other surfaces up to 70"	3 x Week
5	Remove dirt and streaks from doors, doorframes, walls, threshold plates, windows, partitions, brass, and light switches.	Daily
6	Dust Venetian blinds	Weekly
7	Vacuum all carpets including edges, corners, rugs, and all floor coverings. (As necessary)	3 x Week
8	Vacuum upholstered furniture.	Monthly
9	Clean all light fixtures and vents.	Monthly
10	Clean Venetian blinds.	2 x Year

Table H – 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. (As necessary)	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals. (As necessary)	Daily
4	Sweep/dust mop all non-carpeted areas, mop spillages. (As necessary)	Daily
5	Vacuum and spot clean all carpeted areas. (As necessary)	Daily
6	Refill all soap and paper towel dispensers. (As necessary)	Daily
7	Clean brass and chrome surfaces with suitable chemical	2 x Weekly
8	Clean exterior of microwave oven, refrigerator & cupboards (As necessary)	2 x Weekly
9	Clean all light fixtures and vents	Monthly

Table I – Pool Deck Cleaning Services to be Performed		Frequency of Service
1	Clean deck around pool with a suitable germicidal disinfectant.	Daily
2	Clean all seats and cushions with mold and mildew disinfectant and cleaner	Daily
3	Empty and clean all waste receptacles, replacing liners (As necessary)	Daily
4	Clean all ledges, walls, doors & glass.	Daily
5	Clean all light fixtures and vents.	Monthly
6	Scrub Pool Deck utilizing approved chemicals	Monthly

FACILITIES LIST

Fulton County reserves the right to modify this listing, or the services required, at any time before, during or after the award of this package. Any modification to the list will be accompanied by a proportionate modification of the price based on the average price per cleanable square foot as awarded under this bid. Estimated square footage is listed for each facility. Gross square footage is defined for most buildings as the outside footprint of a building times the number of floors. Cleanable square footage is calculated from the gross square footage using a factor of 0.84, if sixteen percent (16%) of a building consists of areas which are not accessible for cleaning. If errors in the square footage figures shown are discovered after bid opening, pricing for the group will prevail. It is strongly suggested that bidders verify square footage prior to submitting their bids.

GROUP C CENTRAL, AUBURN, MARTIN LUTHER KING, PEACHTREE, MECHANICSVILLE, AND GEORGIA HILL LIBRARY

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.
Central Library	101 Margaret Mitchell Place	30350	295,000	247,800
Auburn Research Library	101 Auburn Avenue	30303	69,910	58,724
MLK Public Library	409 John Wesley Dobbs	30312	4,128	3,468
Peachtree	1315 Peachtree Street NE	30309	9,800	8,232
Mechanicsville Library	400 Formwalt Street	30312	6,700	5,628

Central Warehouse	5600 Campbellton-Fairburn Road	30213	119,167	100,100
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Central and Auburn Libraries are open seven (7) days a week and require both Day Porter support and night cleaning. MLK, Peachtree, and Mechanicsville Libraries are open six (6) days a week and require night cleaning. Central Warehouse is open five (5) days a week and require both Day Porter support and night cleaning.

**GROUP D
NORTH FULTON LIBRARIES**

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.
*Alpharetta	10 Park Plaza, Alpharetta	30009	25,000	21,000
*Milton	855 Mayfield Rd., Milton	30009	25,000	21,000
Buckhead	269 Buckhead Ave NE	30305	19,488	16,370
Dogwood	1838 D.L. Hollowell Pkwy	30318	6,200	5,208
East Atlanta	400 Flat Shoals Road SE	30316	7,500	6,300
Kirkwood	11 Kirkwood Road NW	30317	7,500	6,300
*Northeast Regional	9560 Spruill Rd	30022	25,000	21,000
Northside	3295 Northside Pkwy NW	30327	11,070	9,298
Adamsville/Collier Heights	3424 M.L. King Drive	30331	11,368	9,549
*Ponce de Leon	980 Ponce de Leon Ave NE	30306	10,815	9,084
*Roswell Branch	115 Norcross Street	30075	23,716	19,921
*Sandy Springs	395 Mt. Vernon Hwy NE	30328	30,438	25,568
*Fulton Library at Ocee	5090 Abbotts Bridge Rd	30005	25,000	21,000
*Northwest Atlanta	2489 Perry Blvd	30318	25,000	21,000
*East Roswell Library	2301 Holcomb Bridge Road	30076	15,000	12,600

All libraries are open Monday thru Saturday and require nightly cleaning six (6) days/week. Those marked with * are also open Sunday and require nightly cleaning seven days/week.

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. 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. The majority of cleaning duties are to be accomplished after facility normal operating hours.

CENTRAL SENIOR CENTERS

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.	Less Multipurpose Kitchen
Edgewood (Auburn)	300 Edgewood Avenue NE	30303	5,451	4,579	
Helene S. Mills	515 John Wesley Dobbs	30312	34,000	28,560	25,514

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. 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. The majority of cleaning duties are to be accomplished after facility normal operating hours.

EXHIBIT D

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 \$679,630.00, (Six Hundred Seventy-Nine Thousand Six Hundred Thirty Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

REVISED BID FORM

Submitted To: Fulton County Government

Submitted By: American Facility Services, Inc.

For: **# Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**

Submitted on September 26, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Total Base Bid Amount for each Janitorial Groups C, D ~~XXX~~ Original Term-FY2024)

\$ 899,150.88

(Dollar Amount In Numbers)

Eight Hundred Ninety Nine Thousand, One Hundred Fifty Dollars and Eighty Eight Cents

(Dollar Amount in Words)

23ITB138801C-GS
Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 2
Bid Form

I. GROUP C – Central, Auburn, Martin Luther King, Peachtree & Mechanicsville Libraries, and Central Warehouse- (Original Term 2024)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.06	\$ 14,868.00	12	\$ 178,416.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.06	\$ 3,523.44	12	\$ 42,281.28
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.20	\$ 693.60	12	\$ 8,323.20
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.20	\$ 1,646.40	12	\$ 19,756.80
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.20	\$ 1,125.60	12	\$ 13,507.20
Central Warehouse					
Total Sq. Ft.	119,167				
Cleanable Sq. Ft.	100,100	\$ 0.06	\$ 6,006.00	12	\$ 72,072.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 334,356.48
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 18.00	\$ 144,576.00
Auburn Library	2	251	502	\$ 18.00	\$ 9,036.00
Central Warehouse	32	251	8,032	\$ 18.00	\$ 144,576.00
Total Cost Day Porters	66	251	16,566	\$ 18.00	\$ 298,188.00

Total Cost for Group C- (Original Term 2024)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 334,356.48
Total Cost for Day Porter Services for Group C Day Porters	\$ 298,188.00
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 632,544.48

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 2

Bid Form

II. GROUP C – Central, Auburn, Martin Luther King, Peachtree & Mechanicsville Libraries, and Central Warehouse- (1st Renewal Term 2025)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.06	\$ 14,868.00	12	\$ 178,416.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.06	\$ 3,523.44	12	\$ 42,281.28
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.20	\$ 693.60	12	\$ 8,323.20
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.20	\$ 1,646.40	12	\$ 19,756.80
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.20	\$ 1,125.60	12	\$ 13,507.20
Central Warehouse					
Total Sq. Ft.	119,167				
Cleanable Sq. Ft.	100,100	\$ 0.06	\$ 6,006.00	12	\$ 72,072.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 334,356.48
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 18.00	\$ 144,576.00
Auburn Library	2	251	502	\$ 18.00	\$ 9,036.00
Central Warehouse	32	251	8,032	\$ 18.00	\$ 144,576.00
Total Cost Day Porters	66	251	16,566	\$ 18.00	\$ 298,188.00

Total Cost for Group C- (Renewal Term 2025)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 334,356.48
Total Cost for Day Porter Services for Group C Day Porters	\$ 298,188.00
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 632,544.48

**III. GROUP C – Central, Auburn, Martin Luther King, Peachtree &
Mechanicsville Libraries, and Central Warehouse- (2nd Renewal Term
2026)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.06	\$ 14,868.00	12	\$ 178,416.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.06	\$ 3,523.44	12	\$ 42,281.28
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.20	\$ 693.60	12	\$ 8,323.20
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.20	\$ 1,646.40	12	\$ 19,756.80
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.20	\$ 1,125.60	12	\$ 13,507.20
Central Warehouse					
Total Sq. Ft.	119,167				
Cleanable Sq. Ft.	100,100	\$ 0.06	\$ 6,006.00	12	\$ 72,072.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 334,356.48
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 18.00	\$ 144,576.00
Auburn Library	2	251	502	\$ 18.00	\$ 9,036.00
Central Warehouse	32	251	8,032	\$ 18.00	\$ 144,576.00
Total Cost Day Porters	66	251	16,566	\$ 18.00	\$ 298,188.00

Total Cost for Group C- (Renewal Term 2026)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 334,356.48
Total Cost for Day Porter Services for Group C Day Porters	\$ 298,188.00
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 632,544.48

23ITB138801C-GS
Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 2
Bid Form

I. GROUP D North Libraries- (Original Term 2024)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	\$ 0.09	\$ 1,473.30	12	\$ 17,679.60
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$ 0.12	\$ 624.96	12	\$ 7,499.52
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.12	\$ 756.00	12	\$ 9,072.00
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.12	\$ 756.00	12	\$ 9,072.00
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	\$ 0.12	\$ 1,115.76	12	\$ 13,389.12
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	\$ 0.12	\$ 1,145.88	12	\$ 13,750.56
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	\$ 0.12	\$ 1,090.08	12	\$ 13,080.96
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	\$ 0.10	\$ 1,992.10	12	\$ 23,905.20
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	\$ 0.09	\$ 2,301.12	12	\$ 27,613.44
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$ 0.12	\$ 1,512.00	12	\$ 18,144.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 266,606.40

23ITB138801C-GS
Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 2
Bid Form

II. GROUP D North Libraries- (1st Renewal Term 2025)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	\$ 0.09	\$ 1,473.30	12	\$ 17,679.60
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$ 0.12	\$ 624.96	12	\$ 7,499.52
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.12	\$ 756.00	12	\$ 9,072.00
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.12	\$ 756.00	12	\$ 9,072.00
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	\$ 0.12	\$ 1,115.76	12	\$ 13,389.12
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	\$ 0.12	\$ 1,145.88	12	\$ 13,750.56
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	\$ 0.12	\$ 1,090.08	12	\$ 13,080.96
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	\$ 0.10	\$ 1,992.10	12	\$ 23,905.20
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	\$ 0.09	\$ 2,301.12	12	\$ 27,613.44
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$ 0.12	\$ 1,512.00	12	\$ 18,144.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 266,606.40

23ITB138801C-GS
Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 2
Bid Form

III. GROUP D North Libraries- (2nd Renewal Term 2026)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	\$ 0.09	\$ 1,473.30	12	\$ 17,679.60
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$ 0.12	\$ 624.96	12	\$ 7,499.52
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.12	\$ 756.00	12	\$ 9,072.00
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.12	\$ 756.00	12	\$ 9,072.00
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	\$ 0.12	\$ 1,115.76	12	\$ 13,389.12
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	\$ 0.12	\$ 1,145.88	12	\$ 13,750.56
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	\$ 0.12	\$ 1,090.08	12	\$ 13,080.96
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	\$ 0.10	\$ 1,992.10	12	\$ 23,905.20
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	\$ 0.09	\$ 2,301.12	12	\$ 27,613.44
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.09	\$ 1,890.00	12	\$ 22,680.00
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$ 0.12	\$ 1,512.00	12	\$ 18,144.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 266,606.40

23ITB138801C-GS
Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**Section 2**
Bid Form

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

_____ N/A _____ Dollars

(\$_____) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED	<u>8/18/23</u>
ADDENDUM #	<u>2</u>	DATED	<u>8/22/23</u>
ADDENDUM #	<u>3</u>	DATED	<u>8/31/23</u>
ADDENDUM #	<u>4</u>	DATED	<u>9/21/23</u>

BIDDER: American Facility Services, Inc.

Signed by: 
[Type or Print Name] Harold Angel

Title: Vice President

Business Address: 1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

Business Phone: 770-740-16131

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
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

END OF SECTION

EXHIBIT E

PURCHASING FORMS

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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

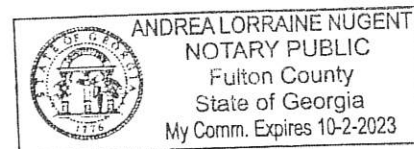
EEV/Basic Pilot Program* User Identification Number

Harold Angel
BY: Authorized Officer of Agent American Facility Services, Inc.
(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 August, 2023.Notary Public: Andrea Lorraine NugentCounty: FultonCommission Expires: 10/2/23

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].

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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



BY: Authorized Officer of Agent Simplee Clean LLC
(Insert Subcontractor Name)

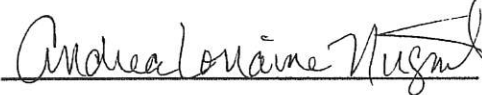
OWNER

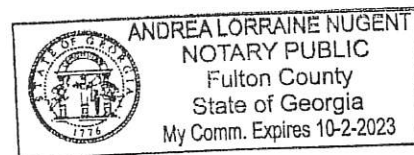
Title of Authorized Officer or Agent of Subcontractor

Jamila M. Carney Jr.

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 23rd day of August, 2023.

Notary Public: 

County: FultonCommission Expires: 10/2/23

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].

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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.

2252520

EEV/Basic Pilot Program* User Identification Number

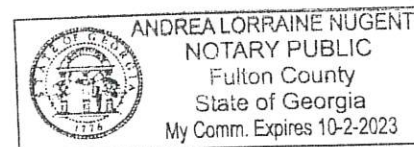
Emmie CarterBY: Authorized Officer of Agent
(Insert Subcontractor Name)

Owner

Title of Authorized Officer or Agent of Subcontractor

Emmie Carter Carter's Professional Cleaning Service

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 28th day of August, 2023Notary Public: Andrea Lorraine NugentCounty: ForsythCommission Expires: 10/2/23

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].

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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.

Goldie Solutions 2103619

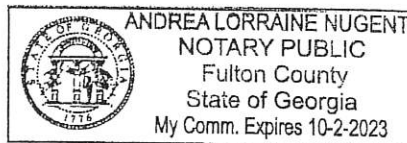
EEV/Basic Pilot Program* User Identification Number

Lisa BundrageBY: Authorized Officer of Agent
(Insert Subcontractor Name)CEO

Title of Authorized Officer or Agent of Subcontractor

Lisa Bundrage

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 22nd day of August, 2023.Notary Public: Andrea Lorraine NugentCounty: FultonCommission Expires: 10/2/23

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].

NOT APPLICABLE

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

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: _____

(ATTACH COPY OF LICENSE)

FORM D: 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 \$25M to over \$50M 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 850 employees, 135 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 has ever: (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

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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]

23ITB138801C-GS

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 5

Purchasing Forms & Instructions

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 9th day of September, 2023

American Facility Services, Inc. 9/9/23
(Legal Name of Proponent) (Date)

Harold Angel 9/9/23
(Signature of Authorized Representative) (Date)

Vice President
(Title)

Sworn to and subscribed before me,

This 9th day of September, 2023

Andrea Lorraine Nugent
(Notary Public) (Seal)

Commission Expires 10/2/23
(Date)

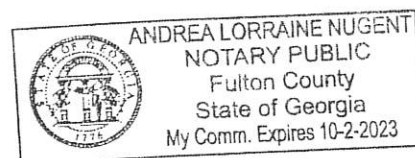


EXHIBIT F

CONTRACT COMPLIANCE FORMS

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION
(Group C & D)**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name American Facility Services, Inc.

ITB/RFP Name & Number: Janitorial Services for Fulton County Facilities (Groups C, D and G)
23ITB138801C-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)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
☒ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ 494,532.98 Or 55 %

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>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) 314,703.00

Total Percentage of Certified Subcontractors: (%) 35%

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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

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

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

[illegible]

Company Name: American Facility Services, Inc.

Project # & Title: Janitorial Services for Fulton County Facilities (Groups C, D and G) 23ITB138801C-GS

Printed Signature: Harold K. Kung

Date: 9/9/23

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5

INSURANCE AND RISK MANAGEMENT PROVISIONS

Janitorial Services-Selected Sites

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains 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, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. 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 Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy 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 inception 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, including but not limited to U.S. Longshoremen and Harbor Workers Act 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 Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

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 Per Occurrence \$1,000,000
(in excess of above noted coverage)**5. FIDELITY BOND AND CRIME**

(Employee Dishonesty-Theft)	Per Occurrence	\$100,000
*Above to include 3 rd Party Coverage		

6. CONTRACTOR'S POLLUTION LIABILITY Per Occurrence \$50,000-\$100,000**Certificates of Insurance**

Contractor/Vendor 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, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor 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 Government.

If Fulton County Government shall so request, the Contractor/Vendor shall 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.

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

Such certificates and notices must identify the "Certificate Holder" as follows:

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

Certificates must list Project Name (where applicable).

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/operations in conjunction with the Contract and/or Scope of Work.

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).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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 Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/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 Consultant/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 Consultant/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 Consultant/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.

Consultant/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.

Consultant/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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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).

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CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: American Facility Services, Inc. SIGNATURE: _____



NAME: Harold Angel TITLE: Vice President DATE: 9/10/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2023

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 Insurance Services, LLC
3400 Overton Park Drive SE
Suite 300
Atlanta, GA 30339

CONTACT NAME: Vera Neville

PHONE (A/C, No, Ext): 404 497-7500

FAX (A/C, No):

E-MAIL ADDRESS: vneville@mcgriff.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Amerisure Insurance Company

19488

INSURER B : Amerisure Mutual Insurance Company

23396

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
American Facility Services, Inc.
1325 Union Hill Ind Court
Suite A
Alpharetta, GA 30004

COVERAGES

CERTIFICATE NUMBER: FETDHS72

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 <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	X	CPP21145910301	05/19/2023	05/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	X	CA21145900302	05/19/2023	05/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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 \$0	X	X	CU21145920302	05/19/2023	05/19/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	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	WC21145890301	05/19/2023	05/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 23ITB138801C-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

CANCELLATION

Fulton County
Dept. of Purchasing and Contract Compliance
130 Peachtree Street, S.W.
Suite 1168
Atlanta, GA 30303

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 Insurance Services, LLC		INSURED American Facility Services, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 08/24/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

CRIME

Policy Number: 8237-5917

Carrier: Federal Insurance Company

Effective Dates: 05/19/2023 - 05/19/2024

Limits of Liability:

Employee Theft Coverage: \$250,000

Client Theft: \$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

Retentions: \$100,000

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

No Bonds were required for this project.

Invest Atlanta**24-0267 Board of Commissioners**
Invest Atlanta Briefing**COUNTY MANAGER'S ITEMS****Open & Responsible Government****24-0268 County Manager**
Presentation of the Fulton County Operational Report.**24-0269 Finance**
Presentation, review, and approval of April 17, 2024, Budget Soundings and Resolution.**24-0270 Real Estate and Asset Management**
Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide in the total amount of \$345,000.00, with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in the amount of \$145,000.00; (B) HPI Floor, LLC (Atlanta, GA) in the amount of \$125,000.00; and (C) Brad Construction Company II, LLC (Fayetteville, GA) in the amount of \$75,000.00, to provide carpet, carpet tile installation and repair services for Countywide facilities. Effective upon execution of contracts through December 31, 2024, with two renewal options.**24-0271 Real Estate and Asset Management**
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB122123K-DB, Demolition Services for the Super Inn Hotel and the Executive Inn Hotel in an amount not to exceed \$1,071,000.00 with Complete Demolition Services, LLC (Carrollton, GA) to provide demolition services for the Super Inn Hotel and the Executive Inn Hotel. Effective upon issuance of Notice to Proceed for a period of 160 calendar days.**24-0272 Real Estate and Asset Management**
Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid #23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed \$981,071.00 with (A) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$679,630.00 for Group C (Central Libraries) and Group D (North Fulton Libraries); and (B) Good Success Company, Inc. (Atlanta, GA) in an amount not to exceed \$301,441.00 for Group G (North and Central Senior Centers), to provide janitorial services for selected Fulton County facilities for Fulton County for the remaining eight (8) months of FY2024. Effective dates: May 1, 2024, through December 31, 2024, with two renewal options.