



**FULTON COUNTY**

CONTRACT DOCUMENTS FOR

**17RFP103949C-CL**

**JANITORIAL SERVICES FOR FULTON COUNTY'S  
GOVERNMENT CENTER COMPLEX (GROUP A)**

For

**DEPARTMENT OF REAL ESTATE AND ASSET  
MANAGEMENT**

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## **CONTRACT AGREEMENT**

Contractor: GCA Services Group of North Carolina, Inc.

Contract No.: 17RFP103949C-CL, Janitorial Services for Fulton County's Government Center Complex (Group A)

Address: 1350 Euclid Avenue, Suite 1500  
City, State: Cleveland OH 44115

Telephone: (216) 535-4903

Email: rtwyman@gcaservices.com

Contact: Randy Twyman  
Vice President

This Agreement made and entered into effective the 1st day of August, 2017 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **GCA Services Group of North Carolina, Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### **WITNESSETH**

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

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

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

### **ARTICLE 1. CONTRACT DOCUMENTS**

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

- I. Form of Agreement;



- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: 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

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 June 21, 2017, BOC Item No. 17-0537.

## 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 all janitorial services, including but not limited to, all 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. . 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 1<sup>st</sup> day of August 1, 2017, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2017. 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 four (four) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2018 and shall end no later than the 31<sup>st</sup> day of December, 2018. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2019 and shall end no later than the 31<sup>st</sup> day of December, 2019. 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 \$315,032.88, Three Hundred Fifteen Thousand, Thirty Two dollars and Eighty Eight Cents, which is full payment for a complete scope of work for year one (1) August 1, 2017 through December 31, 2017.

**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 there of, 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 giving a thirty (30) day 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.

Contractor may terminate this Agreement upon 90 (ninety) days written notice to County.

#### 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, SW, Suite 6001  
Atlanta, GA 30303  
Telephone: (404) 612-5900  
Email: [ellis.kirby@fultoncountyga.gov](mailto:ellis.kirby@fultoncountyga.gov)  
Attention: Ellis Kirby

### **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](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

GCA Services Group of North Carolina, Inc.  
Vice President  
1350 Euclid Avenue, Suite 1500  
Cleveland OH 44115  
Telephone: (216) 535-4903  
Email: [rtwyman@gcaservices.com](mailto:rtwyman@gcaservices.com)  
Attention: Randy Twyman

## 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](mailto: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

*JH H.E.*

John H. Eaves, Commission Chair  
Board of Commissioners

CONTRACTOR:

GCA SERVICES GROUP OF  
NORTH CAROLINA, INC.

*[Signature]*

Randy Twyman, Vice President

ATTEST:

ATTEST:

*[Signature]*

Tonya R. Grier  
Interim Clerk to the Commission

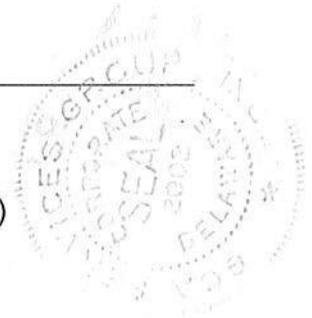
( Affix County Seal)



*[Signature]*

Secretary/  
Assistant Secretary

(Affix Corporate Seal)



APPROVED AS TO FORM:

*[Signature]*

Office of the County Attorney

*JH*

APPROVED AS TO CONTENT:

*[Signature]*

Ellis Kirby, Director  
Department of Real Estate and Asset  
Management

ITEM # 17-0537-A RCS 06/21/2017  
RECESS MEETING

## **ADDENDA**



Fulton County, GA

## Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

6. What is the approximate weekly or monthly population of staff and visitors - needed to determine the amount of paper products that will be needed. The visitation information for Group A & B is not available; however, the County employs approximately 5,000 Employees.


### ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the bid due date and time of February 01, 2017 at 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 30th day of January, 2017.

GCA Services Group of North Carolina, Inc.

Legal Name of Bidder

  
Signature of Authorized Representative

Will Dunn

Vice-President & General Counsel

Title

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute



130 Peachtree Street, S.W., Suite 1168 • Atlanta, GA 30303 • (404) 612-5800



Fulton County, GA

## Department of Purchasing & Contract Compliance

*Felicia Strang-Whitaker, Interim Director*

### Addendum No. 2

#### Janitorial Services for Groups A and B

Please see the Revised Fillable forms, IF you have previously completed the Fillable Forms, please complete the Revised Fillable forms, as there were inaccurate calculations fields in the original form.

#### ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the bid due date and time of February 01, 2017 at 11:00 A.M.

This is to acknowledge receipt of Addendum No. 12 1st day of February, 2017.

GCA Services Group of North Carolina, Inc.

Legal Name of Bidder

  
Signature of Authorized Representative

Randy Twyman

Vice President Corporate Finance, CFO & Secretary

Title

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award - National Purchasing Institute



130 Peachtree Street, S.W., Suite 1168 • Atlanta, GA 30303 • (404) 612-5800

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**GCA EDUCATION SERVICES, INC.**

**a Foreign Profit Corporation**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	:13165678
Date Inc/Auth/Filed	:02/20/2004
Jurisdiction	:Tennessee
Print Date	:05/10/2016
Form Number	:211



*B. P. Kemp*  
Brian P. Kemp  
Secretary of State



GEORGIA  
CORPORATIONS  
DIVISION

GEORGIA SECRETARY OF  
STATE  
BRIAN P. KEMP

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

**GCA SERVICES**  
Business Name: **GROUP OF NORTH CAROLINA, INC.** Control Number: **10020347**

Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**

Business Purpose:

Principal Office Address: **1350 EUCLID AVE.  
SUITE 1500,  
Cleveland, OH,  
44115, USA** Date of Formation /  
Registration Date: **3/15/2010**

Jurisdiction: **North Carolina** Last Annual  
Registration Year: **2017**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **National Registered Agents, Inc.**

Physical Address: **289 S. Culver Street, Fulton, Lawrenceville, GA, 30046-4805, USA**

### OFFICER INFORMATION

Name	Title	Business Address
Randy Twyman	Secretary	1350 EUCLID AVE STE 1500, Cleveland, OH, 44115, USA
Randy Twyman	CFO	1350 EUCLID AVE STE 1500, Cleveland, OH, 44115, USA
ROBERT NORTON	CEO	1350 EUCLID AVE STE 1500, Cleveland, OH, 44115, USA

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[Name History](#)

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**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

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The Contractor shall be responsible for providing the following scope of work.

The Scope of the project is to provide all janitorial services, including but not limited to, all 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. The County shall accept responses that are specifically tailored to solve the County's janitorial problems for each group, which represents the largest square footage of all County facilities.

Contractor shall demonstrate their experience and expertise in providing BOMA Level service at a reasonable price. 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.

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

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

### **A. BACKGROUND CHECKS REQUIRED**

Contractors shall conduct a Georgia Criminal Investigation Checks (GCIC), at Contractor's expense on all employees, including subcontractors, assigned to clean both Groups A and B. Contractors submitting a proposal for Group B (Justice Center facilities) shall, also, conduct a cross check with the National Crime Information Center (NCIC), at Contractor's expense, on all employees and subcontractors. Employees may be temporarily assigned to Justice Facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance. The GCIC shall be completed and forwarded to the Contract Administrator 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.

**B. DAY PORTERS**

Day Porters are normally required at the Government and Justice Facilities during the hours they are open. Contractors shall propose an hourly rate for providing this service. The number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby/reception areas, glass doors, etc., and responding to emergency cleanups. Day Porters shall, also, be properly trained in the use of Bloodborne Pathogens Protection Kits and the proper use of Personal Protective Equipment and procedures associated with handling hazardous materials. They are, also, required to work with the County to ensure that recycling goals are met. The majority of cleaning duties are to be accomplished after normal operating hours of each facility.

**1. PROJECT LOCATIONS:**

Contractor(s) shall provide janitorial services for the County's facilities as listed below:

**Group A: The Fulton County Government Center facilities:**

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

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

**2. KEY TECHNICAL AND FUNCTIONAL REQUIREMENTS/TASKS**

The following specifications are a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the successful Contractor(s). Contractors shall demonstrate what they feel best meet or exceeds the County's requirements. 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 cleaning standards shall prevail.

3. **PERSONNEL:**

**Employees** - Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of employees employed in accordance with established BOMA standards to adequately provide the proper night and day cleaning services to meet contractual specifications, (County has provided, in writing, the expected total of Day Porter employees and/ or hours required to adequately clean the facilities and meet Fulton County standards), the County, or its designated representative, can demand that the proper amount of personnel be assigned to each Facility to obtain the proper night and day cleaning required by the Contract. Failure by the Contractor to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

**Safety Training and Education** – Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or to use poisons, caustics, Bloodborne pathogens 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. All staff must be trained in the proper use of Personal Protective Equipment and procedures associated with handling hazardous materials. Contractor will maintain MSDS at each location. Contractor will ensure that employees are trained on the building evacuation plan.

A formal training plan utilizing OSHA standards must be written and forwarded to the Contract Administrator. Written verification of past and future training sessions must also be submitted. The Contract Administrator must be notified of training in advance and may attend training sessions.



**Protection** – Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or any subcontractor at any level working under this contract.

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

**Additional Requirements:**

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

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

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

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

**C. GENERAL REQUIREMENTS**

Contractor shall furnish all labor, materials (supplies required to be provided by this contract), equipment and other services necessary for the complete janitorial cleaning at all facilities specified under the contract specifications. All equipment and materials shall be used per manufacturer's directions for each application.



## **Janitorial Crews' Duties**

These duties are to be performed by janitorial crews assigned to clean the buildings during non-business hours. The timeline for how often each task is to be performed (daily, weekly, monthly, etc.) at a specific building are provided in Section 10, Appendices: Appendix 4. In case of discrepancies in frequency of services to be performed between those indicated here and in Section 10, Appendices: Appendix 4, the timeframes shown in in Section 10, Appendices: Appendix 4 shall take precedence.

### **D. DAILY GENERAL TASKS**

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

1. ***Trash and Recycling Receptacles*** - All waste receptacles, recycling containers, and other trash containers within the building shall be emptied each night and returned to their initial locations. Trash and recyclables shall be separately transported and emptied into designated containers (e.g. recycling goes into recycling container and trash goes into trash container). Boxes, cans, papers, etc., placed near a trash receptacle and marked "trash" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of trash and recycling receptacles, and walls next to the receptacles, shall be damp-wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Trash receptacle plastic liners shall be replaced as needed, when dirty, wet or torn. Transporting of trash within and from the buildings to outside trash dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all trash/recycle containers to exterior dumpster and dispose trash/recycle into dumpster. ***DO NOT DRAG TRASH BAGS.*** Liquid leaking from plastic bags being moved from trash receptacles shall be immediately cleaned.

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

2. ***Recycling Program:*** Contractor shall work with the County to assure that the recycling goals are met. This will include checking recycle bins/receptacles to ensure that correct items are placed in each bin/receptacle, separating recyclable items from normal trash and emptying recycling bins/receptacles when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The collection area for the waste and recycle materials shall be maintained free of debris and the collection container shall not be allowed to overflow. The plan should

include how the respondent will train employees on handling recyclable materials. Clean recycle bins/receptacles as needed or when instructed by a County Representative.

3. **Trash and Recycling Storage Areas** – All trash shall be placed inside trash dumpsters. All recycling shall be placed inside recycling torts or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc... Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters.

4. **Outside Entrances and Steps** – Porches, handicap ramps, steps fire escape stairways, basement stairways, and any other area within twenty (20) feet of entry ways outside the building shall be swept to remove all soil, litter, and trash. All visible surface litter, soil, dirt, cobwebs, etc..., shall be removed from the area. Waste receptacles adjacent to the entrance shall be emptied and cleaned.

5. **Cigarette Container** – Verify all cigarette butts and ashes are extinguished and cool. Empty reservoir or strain the sand to remove ashes and debris. Loosen and level the sand, add additional sand, as required, to maintain appropriate levels. Pickup and dispose of all cigarette butts located with five (5) feet of all cigarette containers.

6. **Entrance Mats** - Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside and swept with a stiff broom until all visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath, and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris.

7. **Entrance Doors** - Completely clean both sides of glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc...

8. **Entrance Floors Inside** - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.

9. **Drinking Fountains** - Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner.

10. **Internal Building Surfaces and Walls** - Remove smudges, fingerprints, pen marks, streaks, etc..., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks. The marble walls and surfaces shall be polished with an appropriate cleaner.

## E. FLOORS

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

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

2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.

3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.

4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.

5. **Waxing Floors:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.

6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls,

baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas.

7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.

8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extracting. Utilizing a method suitable for the type of carpet or rug, remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearances and not result in excessive fuzziness from the extract process. All nap should lie in the same direction and discoloration should not be apparent. Dry cleaning methods should be employed whenever appropriate.

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

9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.

10. **Stripping and Refinishing Hardwood Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

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

## **F. GENERAL CLEANING**

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard



stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.

2. **Low Dusting:** Dust all surfaces within seventy-two (72) inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

3. **High Dusting:** Dust all surfaces above seventy-two (72) inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.

5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.

6. **Metal Cleaning and Polishing:** Clean all chrome, brass and metal items with a material suitable for cleaning. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.

7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.

8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by Contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.

9. ***Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:*** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within forty-eight (48) hours of removal. Dust or vacuum drapes in between washing cycle. Drapes and blinds must be free of dirt, dust and grime.

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

11. ***Tables, Counters, Desks, Chairs, and Sofas -*** Remove any non-permanent stains, spots, spills and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any trash. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Contractor unless requested by County.

#### **G. SPECIAL AREAS**

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

1. ***Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock and Court House Entryways and Steps:*** Utilizing a high pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces. This applies to all County facilities that have a garage and/or loading dock (i.e. Government Center, Justice Center, Juvenile Court, Central Library, etc...).

2. ***Elevator Cleaning:*** Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner on the interior and exterior surfaces of elevators including doors and floor tracks. Polish all metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, and wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned daily. Threshold tracks shall be cleaned of dirt

on a weekly basis. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.

3. ***Cleaning Storage Space and Mop Closets:*** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials.

4. ***Fitness Center Cleaning:*** The Fitness Center is considered clean when all areas are clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture. Fitness Center cleaning includes vacuuming, sweeping, scrubbing and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, wash basins, shower stalls, mirrors and waste receptacles/recycle bins. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles/recycle bins and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

5. ***Holding Cells:*** Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold, and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks, and spots. This includes doors, doorframes, and molded seating areas. Window or glass view areas will be cleaned and present clear, streak-free surfaces. Project/Site Manager will coordinate with Police Department and Contract Administrator to establish cleaning times.

6. ***Courtrooms:*** In addition to the normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted up, any debris removed, and all surfaces of bench and pad properly cleaned.

7. ***Stairs and Stairwells*** - Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All trash shall be picked up.

## **H. RESTROOM CLEANING**

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

1. ***Clean and Disinfect Toilets and Urinals*** - Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be



removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. The Contractor's supervisor shall report all plumbing discrepancies to the County's Building Services Manager.

2. **Paper Products Dispensers** – At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 10-15%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 10-15% of the sheets remain in the package. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the County Building Services Manager. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal containers shall have a waxed paper liner or similar-type product at all times, to be replaced daily or when they have been used.

Coreless bathroom tissue and other similar products cannot be utilized without prior approval from the County's Building Service Supervisor.

3. **Soap Dispensers** – At minimum, soap dispensers shall be filled to within 2" of the top with foam or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.

4. **Restocking:** Restroom cleaning shall, also, include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens, deodorant blocks and feminine hygiene products. All rolls and dispensers shall be filled and trash receptacle shall be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans.

Restroom cleaning and restocking shall be provided as many times as necessary daily to maintain cleanliness.

5. **Trash Receptacles** - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.

6. **Counter Tops and Sinks** - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc.. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc.... Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.

7. **Diaper Changing Stations and Other Surfaces** - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers. Any graffiti on changing stations shall be removed to the extent feasible.

8. **Walls, Partitions, and Doors** - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, streaks and graffiti using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.

9. **Shower Walls and Floors** - Wash shower walls, curtains, shower floors, bathtub areas using an approved germicidal cleaner. Clean the shower drains. After washing, the walls, curtains, and floors shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.

10. **Floors** - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.

11. **Mirrors** - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.

#### **I. WEEKLY GENERAL TASKS**

The following tasks are to be performed weekly, or as specified in Section 10, Appendices, Appendix 4, for each particular building.

1. **Vertical/Horizontal Blinds** - Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.

2. **A/C Supply Vents and Returns and Exhaust Fan Grills** - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.

3. **Non-Carpeted Floors** - Wet-mop 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.

4. **Storage Areas/Closets** - Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Damp mop non-carpeted floors, removing all marks and dirt.

5. **Mop Heads** - Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.

#### **J. 6RESTROOM CLEANING**

The following tasks are to be performed weekly, or as specified in Section 10, Appendices, Appendix 4, for each particular building.

**Floor Drains** - Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.

1. **Restroom, Locker and Shower Floor** - All surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.

**K. MONTHLY GENERAL TASKS**

The following tasks are to be performed monthly, or as specified in Section 10, Appendices, Appendix 4, for each particular building.

1. **Furniture** - Vacuum all cloth furniture. Removable cushions shall be lifted and vacuumed underneath. Wipe down all vinyl and hard surfaces with a damp cloth.
2. **Clean all outside lights** attached to building exteriors (up to a height of 15 feet) – remove cobwebs from lens covers and lamp housing.

**L. QUARTERLY GENERAL TASKS**

The following tasks are to be performed quarterly, or as specified in Section 10, Appendices, Appendix 4, for each particular building.

1. **Cubicle Walls/Furniture** - Vacuum all cubicle walls and cloth furniture.
2. **High Dusting** – Dust all surfaces seventy-two (72) inches; including walls and ceiling tiles/vents. Remove all dust and cobwebs.
3. **Woodwork** - Clean and polish all real woodwork. Woodwork shall be free of smudges, fingerprints and shall have a uniform appearance.
4. **Hard and Marble Surfaces** – Clean and polish all hard and marble surfaces , which shall be free of smudges, fingerprints and shall have a uniform appearance.

**M. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:**

The County shall furnish the following:

1. **Facilities** - The County shall provide space within each building commensurate with Contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets or a designated place in each building, where available. These areas shall be kept clean and neat by the Contractor(s) at all times and shall only be used for the intended use. Supplies shall be stored in their proper place when they arrive. Empty boxes, bottles, containers, etc... shall be properly discarded (including recycling, where appropriate). Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.
2. **Utilities** - The County shall furnish all utilities to the Contractor at existing outlets. Any modifications to existing outlets for Contractor's convenience shall be at Contractor's expense. Prior written approval for any alteration shall be obtained from the County's Buildings Supervisor. Contractor's Onsite Project Manager shall arrange for the work to be done and the costs shall be charged to the Contractor. Additionally, the County shall furnish hot and cold water as necessary.
3. **Telephones** - The County telephone policy limits use of its

telephone extensions on the County system to calls relating to County business. Contractor shall ensure that employees observe this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of Contractor, shall be the responsibility of Contractor.

4. ***Janitorial Supplies*** - Contractor shall provide all cleaning chemicals and equipment necessary to perform the cleaning standards of the contract. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047).

Contractor shall furnish the following:

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

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

#### **Mandatory Chemicals**

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

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



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

2. All necessary cleaning equipment, including, but not limited to, power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by Contractor. Such equipment shall be of the size and type customarily used for work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within seventy-two (72) hours. Propane driven equipment is banned.

3. All equipment needed must perform the job in accordance with industry and OSHA standards. All vacuums shall meet or exceed Carpet and Rug Institute (CRI) requirements for efficiency and have a HEPA or high filtration system to maintain indoor air quality. (See <http://www.carpet-rug.org>). A list of equipment proposed shall be included with Contractor's response.

4. Contractor's contracted personnel shall be issued a temporary Fulton County ID Badge before working in any County facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. Penalties for Non-Performance describes in detail the actions that will apply for non-compliance.

Supplies installed on County property by Contractor shall become the property of the 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. Two (2) weeks prior to the contract start date, Contractor shall submit a list of proposed supplies providing the name of the manufacturer, the brand name, and intended use of each of the materials proposed to be used in the performance of the work.

5. Contractor shall comply with the following:

- Building Owners and Managers Association (BOMA) - [www.boma.org/standards](http://www.boma.org/standards);
- American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047) - [www.astm.org](http://www.astm.org);
- Carpet and Rug Institute - [www.carpet-rug.org](http://www.carpet-rug.org);
- Green Seal's Industrial and Institutional Cleaning Standard, GS-37, Green Seal's Institutional Floor Care Products, GS-40, and Green Seal's Industrial and Institutional Hand Cleaners - [www.greenseal.org/](http://www.greenseal.org/) find **green seal products**

### **3.4 PROJECT DELIVERABLES**

A. Contractors must be fully operational and ready to assume responsibilities for this contract and begin cleaning facilities on **May 1, 2017**, after notification of approval of award by the Fulton County Board of

Commissioners and attendance at a Post Award Conference, where the Notice to Proceed (NTP) will be issued. Employees assigned to clean the County's facilities may not begin work prior to the approval of the GCIC and/or NCIC and receipt of a Fulton County issued Temporary ID Card. **All background checks for proposed employees, including supervisory and management office personnel, shall be completed by April 15, 2017.** Failure to adhere to these timelines shall be grounds for termination of this contract.

B. Contractors shall meet all of the requirements in Section 3.3, Scope of Work. Failure to meet any or all of the requirements may result in a deduction of one percent (1%) of Contractor's monthly invoice. Repeated failures may be cause for termination of this contract.

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

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

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

The successful Contractor shall submit the following items to the County's Building Services Manager ***within thirty (30) days of initiation of the contract award the following:***

- A. Complete work schedule for weekly, monthly, quarterly, semi-annual and annual services for all facilities. Schedule shall include set day and location for monthly review meetings with the County's Building Services Manager;
- B. Schedule of all employees of the Contractor and the buildings to which they are assigned, along with the labor-hours to perform the required work at each building;
- C. Copy of the current Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;
- D. List of all cleaning products (brand names) to be utilized, how each will be used, and the Green Seal Standards (if applicable) that are met;



E. Documented list of employee training programs showing that all employees have been trained according to specifications of the proposal prior to the commencement of the contract;

F. Contractor is required provide security checks for all personnel assigned to work under this contract. Security checks will be coordinated with the Fulton County Police Department, who will run security checks of all personnel assigned to work under this contract. The records check will include finger printing; Department of Justice wanted persons system, Georgia Driver's License check, Fulton County Sherriff warrant check and review of any other local record(s). Contractor shall be responsible for the costs associated with this process. Additional checks will be required for all new employees during the lifetime of the contract and all expenses shall be borne exclusively by awarded Contractor. The County reserves the right to approve/refuse any prospective employees of Contractor as a result of the background check. ***The following information must be provided to the County's Building Services Manager no less than thirty (30) days prior to any employee's start of work:***

- a. Full Name;
- b. Social Security Number;
- c. Georgia Driver's License or ID number
- d. Birth Date; and
- e. Address

G. Enter into a contractual agreement with the County. The contract will be submitted for execution by Contractor after BOC approval to award the contract.

### 3.5 REPORTING SCHEDULE

Contractor shall provide the following reports for this RFP:

#### 1. Deficiency Reporting

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

Contractor's Onsite Project Manager shall provide a written response to the Building Services Manager no later than the end of the correction time period stipulated in the Deficiency Notice: giving the status of the Contractor's actions to correct the deficiency. The response shall include the steps taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular Building Services Manager and Contractor's Onsite Project

Manager meeting to ensure that they have been completely resolved. **Failure to submit written responses may result in an adverse Contractor Performance Report.**

Contractor shall submit a corrective action plan within two (2) business days upon receipt of a Deficiency Notice from the Building Services Manager. If Contractor's response is deemed an acceptable corrective action and/or timeframe by the Building Services Manager, Contractor shall submit a report when the corrective action has been completed. If the response is unacceptable, the Building Services Manager shall notify the County's Contract Administrator, in writing. The Contract Administrator shall follow the steps in this RFP relating to non-performance to redress the deficiency.

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

## **2. Incident Reporting**

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

## **3. Bi-Weekly Reports**

Contractor shall submit the following reports for this RFP at the bi-weekly meetings to the County's Contract Administrator during the course of this contract:

1. Key Control Report;
2. Quality Control Report;
3. Staff Security Sign-In Sheet;
4. Training Calendar;
5. Periodic Schedule; and
6. Completed Projects Calendar acceptable to the County to record inspections.

**EXHIBIT D**

**COMPENSATION**

## COMPENSATION

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$315,032.88 (Three Hundred Fifteen Thousand Thirty Two dollars and Eighty Eight Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Cost Proposal for year one (1) August 1, 2017 through December 31, 2017 "The Initial Term".

The Cost Proposals for Renewal Year One (1), and Renewal Year Two (2), if the renewal options are exercised by the County, may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year (Pursuant to Article Eight (8), Multi-Year Contract Term of this document).

Contract Price Adjustments: The Contract Price shall be adjusted as follows:

i. Annual CPI Adjustment: At the end of each twelve (12) month period during the Term, the Contract Price shall be increased by the greater of: (a) two (2) percent, or (b) a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) during the twelve (12) month period immediately prior to the first day of the then current annual period; provided, however, that the percentage of increase in the Contract Price determined under this clause (b) shall never exceed five percent (3%) in any twelve (12)-month period.

ii. Changes in Taxes, Minimum Wage Rate or Other Employee Costs: In the event of a change in social security taxes or the Federal or State unemployment taxes, or the imposition of new or increased Federal, State or local payroll taxes or government mandated healthcare costs applicable to any of Contractor's employees and/or subcontractors, the Contract Price shall be changed by the actual change in costs to Contractor. In the event of a change in the Federal, State or local minimum wage rates or paid leave/time off laws applicable to any of Contractor's employees and/or subcontractors, the labor cost portion of the Contract Price shall be changed by the percentage increase in the minimum wage rates or by any increase required for Contractor and/or its subcontractors to comply with the paid leave/time off laws. Any such changes shall be effective from the date such cost changes went into effect.

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
<b>Government Center</b>					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	0.094	\$43,573.32	5	\$217,866.62
<b>Public Safety Building</b>					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	0.0934	\$5,892.05	5	\$29,460.23
<b>Health &amp; Human Services</b>					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	0.0934	\$2,313.24	5	\$11,566.19
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$258,893.04</b>
<b>DAY PORTERS</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	101	4,040	\$11.58	\$46,783.20
Public Safety Building	4	101	404	\$11.58	\$4,678.32
Health & Human Services	4	101	404	\$11.58	\$4,678.32
Total Cost Day Porters	48	101	4,848	0	0
<b>TOTAL COST FOR DAY PORTERS</b>					<b>\$56,139.84</b>
<b>GROUP A - TOTAL COST INITIAL YEAR</b>					<b>\$315,032.88</b>

# FIRST RENEWAL

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
<b>Government Center</b>					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	0.094	\$43,573.32	12	\$522,879.89
<b>Public Safety Building</b>					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	0.0934	\$5,892.05	12	\$70,704.55
<b>Health &amp; Human Services</b>					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	0.0934	\$2,313.24	12	\$27,758.85
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$621,343.29</b>
<b>DAY PORTERS</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$11.58	\$116,263.20
Public Safety Building	4	251	1,004	\$11.58	\$11,626.32
Health & Human Services	4	251	1,004	\$11.58	\$11,626.32
Total Cost Day Porters	48	251	12,048		0
<b>TOTAL COST FOR DAY PORTERS</b>					<b>\$139,515.84</b>
<b>GROUP A - TOTAL COST FIRST RENEWAL</b>					<b>\$760,859.13</b>

## SECOND RENEWAL

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
<b>Government Center</b>					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	0.094	\$43,573.32	12	\$522,879.89
<b>Public Safety Building</b>					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	0.0934	\$5,892.05	12	\$70,704.55
<b>Health &amp; Human Services</b>					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	0.0934	\$2,313.24	12	\$27,758.85
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$621,343.29</b>
<b>DAY PORTERS</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$11.58	\$116,263.20
Public Safety Building	4	251	1,004	\$11.58	\$11,626.32
Health & Human Services	4	251	1,004	\$11.58	\$11,626.32
Total Cost Day Porters	48	251	12,048		0
<b>TOTAL COST FOR DAY PORTERS</b>					<b>\$139,515.84</b>
<b>GROUP A - TOTAL COST SECOND RENEWAL</b>					<b>\$760,859.13</b>

<b>GRAND TOTAL FOR GROUP A:</b>				<b>\$1,836,751.13</b>
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**EXHIBIT E**

**PURCHASING FORMS**

# FORM A

Please see below for the completed Form A.

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 services<sup>1</sup> under a contract with [insert name of prime contractor] GCA Services Group of North Carolina, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup>, 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.

NA

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Contractor Name)

Vice-President & General Counsel

Title of Authorized Officer or Agent of Contractor  
Will Dunn

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 30th day of January, 2017

Notary Public: Angela M. Miller

County: Cuyahoga

Commission Expires: \_\_\_\_\_



ANGELA M. MILLER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 9/28/18

<sup>1</sup>O.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.

<sup>2</sup>\*[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].

Section 5

Request for Proposal #17RFP103948C-CL  
Janitorial Services for Fulton County's Government Center Complex (Group A)  
and Justice Center Facilities (Group B)

## FORM B

GCA is not submitting Form B as we are not subcontracting this business out to any other company and will be performing the work 100% by GCA Employees.

## FORM C

Please see below for the completed Form C.

### Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

GCA is owned by a private equity fund jointly managed by the Merchant Banking Division of Goldman Sachs and Thomas H. Lee Partners, two of the world's most experienced, respected, and successful investment firms.

Officers of the Company include:

Robert Norton: President, Chairman and CEO

Randy Twyman: Corporate Vice President of Finance, CFO & Secretary

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.

The regional and national facility services companies acquired in 2003 to form GCA Services Group hold over 60 years combined experience in facility management, maintenance, and janitorial services. GCA leverages the strengths of each of these former companies to create a corporation superior to all others in the industry today. By upholding its fervent desire and principle mission to provide each and every client with unmatched quality and value, GCA continues to escort steady growth—exceeding \$1 billion in annual revenue and proudly serving 25% of Fortune 100 companies. GCA employs over 37,000 people nationwide, with offices located in 47 states, the District of Columbia, and Puerto Rico.

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

None



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### 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 [x]

(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 [x]

(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 [x]

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 [x]

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 [x]

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 [x]

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO [x]

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

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

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

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

*[Signatures on Next Page]*



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

On this 30<sup>th</sup> day of January, 2017

(Leg al Name of Proponent) GCA Services Group of North Carolina, Inc. (Date)

(Sig nature of Authorized Representative) [Signature] (Date)

(T itle) Vice-President & General Counsel

Sworn to and subscribed before me,

This 30<sup>th</sup> day of January, 2017

(Notary Public) [Signature] (Seal)

Commission Expires \_\_\_\_\_ (Date)



ANGELA M. MILLER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 9/28/18





## FORM D

Please see below for the completed Form D.

### FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: GCA Services Group of North Carolina, Inc.

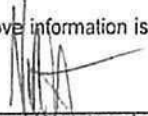
Performing work as: Prime Contractor ☒ Sub-Contractor ☐

Professional License Type: Certificate of Existence

Professional License Number: Control Number : 0412000

Expiration Date of License: NA

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

Signed:   
Will Dunn, Vice-President and General Counsel

Date: January 30, 2017

(ATTACH COPY OF LICENSE)

## FORM E

Please see below for the completed Form E.

STATE OF GEORGIA

COUNTY OF FULTON

Form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror GCA Services Group of North Carolina, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

GCA Services Group of North Carolina, Inc.

(Affix corporate seal here, if a corporation)

(BUSINESS NAME)

1350 Euclid Avenue, Suite 1500 Cleveland, OH 44115

(FULTON COUNTY BUSINESS ADDRESS)

Vice-President & General Counsel

(OFFICIAL TITLE OF AFFIANT)

Will Dunn

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this 30 day of January, 2017.

Notary Public: [Signature]

County: Cuyahoga County

Commission Expires: \_\_\_\_\_



ANGELA M. MILLER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 9/28/18

Section 5

Request for Proposal #17RFP103949C-CL  
Janitorial Services for Fulton County's Government Center Complex (Group A)  
and Justice Center Facilities (Group B)

## FORM F

GCA will not be submitting this form as we cannot commit to 51% of percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

Please see the completed form below.

### EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We Will Dunn

Name

Vice-President & General Counsel

GCA Services Group of North Carolina, Inc.

Title

Firm Name

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

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

NAME: Will Dunn

TITLE: Vice-President & General Counsel

SIGNATURE: [Signature]

ADDRESS: 1350 Euclid Avenue, Suite 1500 Cleveland, OH 44115

PHONE NUMBER: 216-535-4900

EMAIL: \_\_\_\_\_

## EXHIBIT B – EMPLOYMENT REPORT

Please see the completed form below.

EXHIBIT B – EMPLOYMENT REPORT																		
The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.																		
JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (ALIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	170	50	31		139	15	7	3	21	6	0	0	3	0	0	0	0	0
FIRST/MID LEVEL OFFICIALS and MANAGERS	892	371	462	214	430	157	177	79	280	135	0	0	5	4	0	0	0	0
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	31	1	1	0	30	1	0	0	1	0	0	0	0	0	0	0	0	0
SALES WORKERS	63	213	22	213	43	127	4	35	16	51	0	0	2	0	0	0	0	0
ADMINISTRATIVE SUPPORT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	1,159	254	781	254	378	72	391	99	375	80	0	0	11	2	4	1	0	0
OPERATIVES	375	130	296	163	208	57	166	71	129	90	0	0	1	2	0	0	0	0
LABORERS & HELPERS	16701	14821	13247	12290	3454	2531	7289	4743	5453	7258	0	0	458	245	47	44	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	17082	15919	12400	12959	4682	2960	5534	5030	6275	7630	30	253	508	46	53	0	0	0

FIRM'S NAME: GCA Services Group of North Carolina, Inc.

ADDRESS: 1350 Euclid Avenue, Suite 1500 Cleveland, OH 44115

CONTACT NAME: Tammi Mc Creary

EMAIL: tmccreary@gcaservices.com

PHONE NUMBER: 216-535-4900

SUBMITTED BY: Will Dunn, Vice-President & General Counsel





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## **EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

GCA will not be submitting this form as we are not utilizing a subcontractor for this business and will be performing 100% of the work by GCA Employees.



## **EXHIBIT D – LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

GCA will not be submitting this form as we are not utilizing a subcontractor for this business and will be performing 100% of the work by GCA Employees.



## **EXHIBIT E – PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

GCA will not be submitting this form as we are not utilizing a subcontractor for this business and will be performing 100% of the work by GCA Employees.

## **EXHIBIT G**

### **INSURANCE AND RISK MANAGEMENT FORMS**

## Janitorial Services (Selected Fulton County Facilities)

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

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

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

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

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

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

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

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

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

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

#### 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)			

Janitorial Services (Selected Fulton County Facilities)

**4. UMBRELLA LIABILITY**

(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

**5. FIDELITY BOND AND CRIME**

(Employee Dishonesty - Theft) Each Occurrence - \$500,000

\*Above to include 3<sup>rd</sup> Party Coverage

**Certificates:**

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

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

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

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

Such certificates and notices shall be sent to:

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

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operation in conjunction with the Contract and/or Scope of Work.

**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).



Janitorial Services (Selected Fulton County Facilities)

**PROTECTION OF PROPERTY**

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

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

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

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

GCA Services Group of North Carolina, Inc.  
COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: Will Dunn TITLE: Vice-President & General Counsel

DATE: January 30, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2017

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 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).

<b>PRODUCER</b> MARSH USA INC. 200 PUBLIC SQUARE, SUITE 3760 CLEVELAND, OH 44114-1824 Attn: cleveland.certrequest@marsh.com	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
236202-STND-GAWU-17-18      Rowan      SGNC	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> GCA Education Services, Inc. (ESI) GCA Services Group of North Carolina, Inc. GCA Services Group, Inc. 1350 Euclid Avenue, Suite 1500 Cleveland, OH 44115	<b>INSURER A:</b> ACE American Insurance Company      NAIC # 22667 <b>INSURER B:</b> Lexington Insurance Company      19437 <b>INSURER C:</b> ACE Fire Underwriters Insurance Company      20702 <b>INSURER D:</b> Indemnity Insurance Company of North America      43575 <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER:

CLE-005289495-04

REVISION NUMBER:3

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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	HDO G27866335	05/01/2017	05/01/2018	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 \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	ISA H09055897 Comp/Coil Deductibles: \$5,000	05/01/2017	05/01/2018	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"/> EXCESS LIAB <input type="checkbox"/> DEO <input type="checkbox"/> RETENTION S	<input checked="" type="checkbox"/> <input type="checkbox"/>	025422567	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> <input type="checkbox"/>	SCF C49115441 (WI) WLR C49115428 (AZ, CA, MA) WLR C4911543A (AOS)	05/01/2017 05/01/2017 05/01/2017	05/01/2018 05/01/2018 05/01/2018	<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)

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

Fulton County Government, Officials, Officers and Its Employees are included as additional insured where required by written contract with respect to General and Auto Liability. General and Auto Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract with respect to General, Auto Liability and Worker's Compensation.

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Government Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Luann M. Glavac <i>Luann M Glavac</i>
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**EXHIBIT H**

**PAYMENT & PERFORMANCE BONDS**



**BID BOND**

**#17RFPXXXXC-CL- JANITORIAL SERVICES FOR FULTON COUNTY'S GOVERNMENT CENTER COMPLEX (GROUP A) AND JUSTICE CENTER FACILITIES (GROUP B)**

KNOW ALL MEN BY THESE PRESENTS, THAT WE GCA Education Services, Inc.  
1350 Euclid Avenue, Suite 1500, Cleveland, OH 44115  
hereinafter called the PRINCIPAL, and \_\_\_\_\_  
RLI Insurance Company

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

WHEREAS the PRINCIPAL has submitted to the COUNTY, for  
JANITORIAL SERVICES FOR FULTON COUNTY'S GOVERNMENT CENTER COMPLEX  
(GROUP A) AND JUSTICE CENTER FACILITIES (GROUP B), a Bid;

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

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

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

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

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 1st day of February, 2017

ATTEST:

GCA Education Services, Inc.

PRINCIPAL

(SEAL)

BY Sally Previte  
Sally Previte, VP Finance & Treasurer

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Randy Tryman, certify that I am the Secretary of the Corporation named as principal in the within bond; that Sally Previte, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY Randy Tryman, VP, Secretary - CEO

(CORPORATE SEAL)

RLI Insurance Company

SURETY

(SEAL)

BY Jacqueline Kleinpeter  
Jacqueline Kleinpeter, Attorney-in-Fact



RLI Surety  
9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036  
www.rlicorp.com

## POWER OF ATTORNEY RLI Insurance Company

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint:

Vicki L. Sharpe, Connie Semanco, Jacqueline Kleinpeter, Jennifer Dukuslow, Carolina Veith, Diana Wallace, Dolores Senkowski, Judith L. Jost, Melissa Love, Kim Riley, Michael M. Hyland, Judy K. Wilson, jointly or severally

in the City of Cleveland, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of November, 2016.



RLI Insurance Company

By:

B. W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

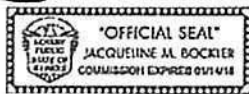
} SS

On this 11th day of November, 2016 before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jacqueline M. Bockler

Notary Public



### CERTIFICATE

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 1 day of February, 2017.

RLI Insurance Company

By:

B. W. Davis

Barton W. Davis

Vice President

11161192017

A0058514



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that GCA Services Group of North Carolina, Inc.

(Insert name of Contractor)

(hereinafter called the "Principal") and RLI Insurance Company (hereinafter called the

(Insert name of Surety)

"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of **\$760,859.00 \*\*\*\*\* [100% of Contract amount]**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated August 1, 2017, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **STANDBY CONSTRUCTION PROGRAM**, as more particularly described in the Contract (hereinafter called the "Project"); **17RFP103949C-CL Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B)**

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

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requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

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

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

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

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

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

***Signatures on the next page***

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of August 11th, 2017.

**GCA Services Group of North Carolina, Inc.** (SEAL)  
(Principal)

By   
**Sally Previte, Treasurer**

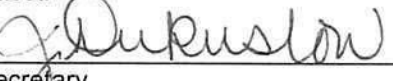
Attest:

  
Secretary

**RLI Insurance Company** (SEAL)  
(Surety)

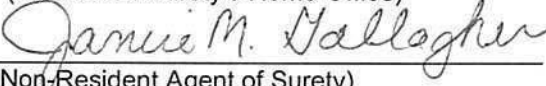
By   
**Carolina Veith, Attorney-In-Fact**

Attest:

  
Secretary

**9025 N. Lindbergh Drive, Peoria, IL 61615**

(Address of Surety's Home Office)

  
(Non-Resident Agent of Surety)

**Janice M. Gallagher**  
**6000 Freedom Square Drive, Ste 400**  
**Independence, OH 44131-2554**

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that GCA Services Group of North Carolina, Inc. (hereinafter called the "Principal") and RLI Insurance Company (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of \$760,859.00 \*\*\*\*\*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated August 1, 2017, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as 7RFP103949C-CL Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B), as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

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

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

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

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

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

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused these obligations to be signed by their duly authorized representatives this of August 11th, 2017.

GCA Services Group of North Carolina, Inc. (SEAL)

(Principal)

By: Sally Previte

Sally Previte, Treasurer

Attest:

[Signature]  
Secretary

RLI Insurance Company (SEAL)

(Surety)

By: [Signature]

Carolina Veith, Attorney-In-Fact

Attest:

[Signature]  
~~Secretary~~ Witness

9025 N. Lindbergh Drive, Peoria, IL 61615

(Address of Surety's Home Office)

Janice M. Gallagher

(Non-Resident Agent of Surety)

Janice M. Gallagher  
6000 Freedom Square Drive, Ste 400  
Independence, OH 44131-2554



RLI Surety  
9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036  
www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Vicki L. Sharpe, Connie Semanco, Jacqueline Kleinpeter, Jennifer Dukuslow, Carolina Veith, Diana Wallace, Delores Senkowski, Judith L. Jost, Melissa Love, Kim Riley, Michael M. Hylant, Judy K. Wilson, jointly or severally

in the City of Cleveland, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 27th day of March, 2017.



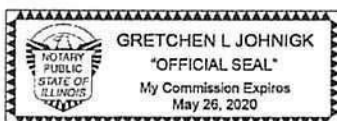
RLI Insurance Company

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 27th day of March, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 11th day of August, 2017.

RLI Insurance Company

By: B. W. Davis  
Barton W. Davis Vice President





CONTRACT DOCUMENTS FOR

**17RFP103949C-CL**

**JANITORIAL SERVICES FOR FULTON COUNTY'S  
GOVERNMENT CENTER COMPLEX (GROUP B)**

For

**DEPARTMENT OF REAL ESTATE AND ASSET  
MANAGEMENT**

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## CONTRACT AGREEMENT

Contractor: American Facility Services, Inc.

Contract No.: 17RFP103949C-CL, Janitorial Services for Fulton County's Government Center Complex (Group B)

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

Telephone: (770) 740-1613 ext. 205

Email: kmccann@amfacility.com

Contact: Kevin McCann  
President

This Agreement made and entered into effective the 1st day of August, 2017 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 and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Janitorial Services for Fulton County's Government Center Complex Group B, hereinafter, referred to as the "**Project**".

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

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

### ARTICLE 1. CONTRACT DOCUMENTS

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

#### I. Form of Agreement;

- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: 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 June 21, 2017, BOC Item No. 17-0537.

## 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 all janitorial services, including but not limited to, all 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. 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 [1<sup>st</sup> day of August 2017], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2017. 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 four (four) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2018 and shall end no later than the 31<sup>st</sup> day of December, 2018. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2019 and shall end no later than the 31<sup>st</sup> day of December, 2019. 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 \$361,127.28, Three Hundred Sixty One Thousand, One Hundred Twenty Seven Dollars, and Twenty Eight Cents, which is full payment for a complete scope of work for year one (1) August 1, 2017 through December 31, 2017.

**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 there of, 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, SW, Suite 6001  
Atlanta, Georgia 30303  
Telephone: (404) 612-5900  
Email: [ellis.kirby@fultoncountyga.gov](mailto:ellis.kirby@fultoncountyga.gov)  
Attention: Ellis Kirby

### **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](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

American Facility Services, Inc.  
President  
1325 Union Hill Industrial Court, Suite A  
Telephone: (770)-740-1613 ext. 205  
Email: [kmccann@amfacility.com](mailto:kmccann@amfacility.com)  
Attention: Kevin McCann

## 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](mailto: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

*JH H.E.*

John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

*Tonya R. Grier*

Tonya R. Grier  
Interim Clerk to the Commission

( Affix County Seal)

CONTRACTOR:

AMERICAN FACILITY  
SERVICES, INC.

*[Signature]*

Kevin McCann, President

ATTEST:

*[Signature]*

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

*[Signature]*  
Office of the County Attorney

APPROVED AS TO CONTENT:

*[Signature]*  
Ellis Kirby, Director  
Department of Real Estate and Asset  
Management

ITEM # 17-0537B RCS 06/21/2017  
RECESS MEETING

# **ADDENDA**



Fulton County, GA

# Department of Purchasing & Contract Compliance

Falicia Strong-Whitaker, Interim Director

6. What is the approximate weekly or monthly population of staff and visitors - needed to determine the amount of paper products that will be needed. The visitation information for Group A & B is not available; however, the County employs approximately 5,000 Employees.

## ACKNOWLEDGEMENT OF ADDENDUM NO. 1

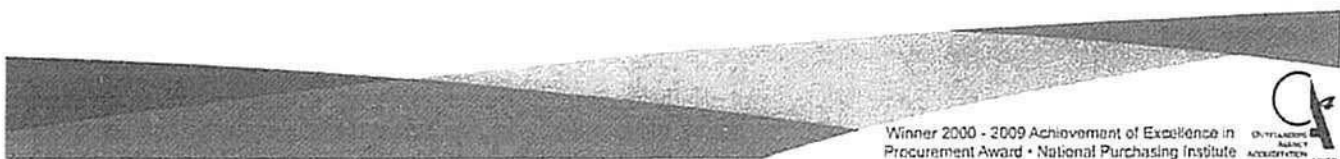
The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the bid due date and time of February 01, 2017 at 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 24th day of January, 2017.

American Facility Services, Inc.  
Legal Name of Bidder

David Angel  
Signature of Authorized Representative

Vice President  
Title



130 Peachtree Street, S.W., Suite 1168 • Atlanta, GA 30303 • (404) 612-5800

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute





# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

## Addendum No. 2 Janitorial Services for Groups A and B

Please see the Revised Fillable forms, IF you have previously completed the Fillable Forms, please complete the Revised Fillable forms, as there were inaccurate calculations fields in the original form.

### ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the bid due date and time of February 01, 2017 at 11:00 A.M.

This is to acknowledge receipt of Addendum No. 4,<sup>2</sup> 30th day of January, 2017.

American Facility Services, Inc.  
Legal Name of Bidder

  
Signature of Authorized Representative

Vice President  
Title



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
BRIAN P. KEMP

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: AMERICAN FACILITY SERVICES, INC. Control Number: K108611

Business Type: Domestic Profit Corporation Business Status: Active/Compliance

Business Purpose:

Principal Office Address: 1325 UNION HILL INDUSTRIAL CT, SUITE A, ALPHARETTA, GA, 30004-5693, USA Date of Formation / Registration Date: 5/15/1991

State of Formation: Georgia Last Annual Registration Year: 2017

### REGISTERED AGENT INFORMATION

Registered Agent Name: BCS Corporate Services, Inc.

Physical Address: 1001 Cambridge Square, Suite D, Fulton, Alpharetta, GA, 30009, USA

### OFFICER INFORMATION

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

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

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# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### ANNUAL REGISTRATION

\*Electronically Filed\*

Secretary of State

Filing Date: 1/18/2016 11:38:24 AM

#### BUSINESS INFORMATION

CONTROL NUMBER	K108611
BUSINESS NAME	AMERICAN FACILITY SERVICES, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/18/2016

#### PRINCIPAL OFFICE ADDRESS

ADDRESS	1325 UNION HILL INDUSTRIAL CT, SUITE A, ALPHARETTA, GA, 30004-5693, USA
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#### REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
BCS Corporate Services, Inc.	1001 Cambridge Square, Suite D, Fulton, Alpharetta, GA, 30009, USA

#### OFFICERS INFORMATION

NAME	TITLE	ADDRESS
KEVIN MCCANN	CEO	1325 Union Hill Industrial Court Suite A, Alpharetta, USA
Harold Angel	SECRETARY	1325 Union Hill Industrial Court, Suite A, Alpharetta, USA
Harold Angel	CFO	1325 Union Hill Industrial Court, Suite A, Alpharetta, USA

#### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Alan M. Briskin
AUTHORIZER TITLE	Attorney In Fact



Brian P. Kemp  
Secretary of State

**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

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The Contractor shall be responsible for providing the following scope of work.

The Scope of the project is to provide all janitorial services, including but not limited to, all 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. The County shall accept responses that are specifically tailored to solve the County's janitorial problems for each group, which represents the largest square footage of all County facilities.

Contractor shall demonstrate their experience and expertise in providing BOMA Level service at a reasonable price. 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.

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

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

### **A. BACKGROUND CHECKS REQUIRED**

Contractors shall conduct a Georgia Criminal Investigation Checks (GCIC), at Contractor's expense on all employees, including subcontractors, assigned to clean both Groups A and B. Contractors submitting a proposal for Group B (Justice Center facilities) shall, also, conduct a cross check with the National Crime Information Center (NCIC), at Contractor's expense, on all employees and subcontractors. Employees may be temporarily assigned to Justice Facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance. The GCIC shall be completed and forwarded to the Contract Administrator 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.

**B. DAY PORTERS**

Day Porters are normally required at the Government and Justice Facilities during the hours they are open. Contractors shall propose an hourly rate for providing this service. The number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby/reception areas, glass doors, etc., and responding to emergency cleanups. Day Porters shall, also, be properly trained in the use of Bloodborne Pathogens Protection Kits and the proper use of Personal Protective Equipment and procedures associated with handling hazardous materials. They are, also, required to work with the County to ensure that recycling goals are met. The majority of cleaning duties are to be accomplished after normal operating hours of each facility.

**1. PROJECT LOCATIONS:**

Contractor(s) shall provide janitorial services for the County's facilities as listed below:

**Group A: The Fulton County Government Center facilities:**

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

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

**2. KEY TECHNICAL AND FUNCTIONAL REQUIREMENTS/TASKS**

The following specifications are a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the successful Contractor(s). Contractors shall demonstrate what they feel best meet or exceeds the County's requirements. 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 cleaning standards shall prevail.

### 3. **PERSONNEL:**

**Employees** - Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of employees employed in accordance with established BOMA standards to adequately provide the proper night and day cleaning services to meet contractual specifications, (County has provided , in writing, the expected total of Day Porter employees and/ or hours required to adequately clean the facilities and meet Fulton County standards), the County, or it's designated representative, can demand that the proper amount of personnel be assigned to each Facility to obtain the proper night and day cleaning required by the Contract. Failure by the Contractor to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

**Safety Training and Education** – Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or to use poisons, caustics, Bloodborne pathogens 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. All staff must be trained in the proper use of Personal Protective Equipment and procedures associated with handling hazardous materials. Contractor will maintain MSDS at each location. Contractor will ensure that employees are trained on the building evacuation plan.

A formal training plan utilizing OSHA standards must be written and forwarded to the Contract Administrator. Written verification of past and future training sessions must also be submitted. The Contract Administrator must be notified of training in advance and may attend training sessions.



**Protection** – Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or any subcontractor at any level working under this contract.

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

**Additional Requirements:**

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

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

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

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

**C. GENERAL REQUIREMENTS**

Contractor shall furnish all labor, materials (supplies required to be provided by this contract), equipment and other services necessary for the complete janitorial cleaning at all facilities specified under the contract specifications. All equipment and materials shall be used per manufacturer's directions for each application.

## **Janitorial Crews' Duties**

These duties are to be performed by janitorial crews assigned to clean the buildings during non-business hours. The timeline for how often each task is to be performed (daily, weekly, monthly, etc.) at a specific building are provided in Section 10, Appendices: Appendix 4. In case of discrepancies in frequency of services to be performed between those indicated here and in Section 10, Appendices: Appendix 4, the timeframes shown in in Section 10, Appendices: Appendix 4 shall take precedence.

### **D. DAILY GENERAL TASKS**

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

1. ***Trash and Recycling Receptacles*** - All waste receptacles, recycling containers, and other trash containers within the building shall be emptied each night and returned to their initial locations. Trash and recyclables shall be separately transported and emptied into designated containers (e.g. recycling goes into recycling container and trash goes into trash container). Boxes, cans, papers, etc., placed near a trash receptacle and marked "trash" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of trash and recycling receptacles, and walls next to the receptacles, shall be damp-wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Trash receptacle plastic liners shall be replaced as needed, when dirty, wet or torn. Transporting of trash within and from the buildings to outside trash dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all trash/recycle containers to exterior dumpster and dispose trash/recycle into dumpster. ***DO NOT DRAG TRASH BAGS.*** Liquid leaking from plastic bags being moved from trash receptacles shall be immediately cleaned.

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

2. ***Recycling Program:*** Contractor shall work with the County to assure that the recycling goals are met. This will include checking recycle bins/receptacles to ensure that correct items are placed in each bin/receptacle, separating recyclable items from normal trash and emptying recycling bins/receptacles when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The collection area for the waste and recycle materials shall be maintained free of debris and the collection container shall not be allowed to overflow. The plan should

include how the respondent will train employees on handling recyclable materials. Clean recycle bins/receptacles as needed or when instructed by a County Representative.

3. **Trash and Recycling Storage Areas** – All trash shall be placed inside trash dumpsters. All recycling shall be placed inside recycling torts or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc... Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters.

4. **Outside Entrances and Steps** – Porches, handicap ramps, steps fire escape stairways, basement stairways, and any other area within twenty (20) feet of entry ways outside the building shall be swept to remove all soil, litter, and trash. All visible surface litter, soil, dirt, cobwebs, etc..., shall be removed from the area. Waste receptacles adjacent to the entrance shall be emptied and cleaned.

5. **Cigarette Container** – Verify all cigarette butts and ashes are extinguished and cool. Empty reservoir or strain the sand to remove ashes and debris. Loosen and level the sand, add additional sand, as required, to maintain appropriate levels. Pickup and dispose of all cigarette butts located with five (5) feet of all cigarette containers.

6. **Entrance Mats** - Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside and swept with a stiff broom until all visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath, and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris.

7. **Entrance Doors** - Completely clean both sides of glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc...

8. **Entrance Floors Inside** - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.

9. **Drinking Fountains** - Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner.

10. **Internal Building Surfaces and Walls** - Remove smudges, fingerprints, pen marks, streaks, etc..., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks. The marble walls and surfaces shall be polished with an appropriate cleaner.

## E. FLOORS

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

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

2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.

3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.

4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.

5. **Waxing Floors:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.

6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls,



baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas.

7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.

8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extracting. Utilizing a method suitable for the type of carpet or rug, remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearances and not result in excessive fuzziness from the extract process. All nap should lie in the same direction and discoloration should not be apparent. Dry cleaning methods should be employed whenever appropriate.

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

9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.

10. **Stripping and Refinishing Hardwood Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

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

## F. GENERAL CLEANING

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard

stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.

2. **Low Dusting:** Dust all surfaces within seventy-two (72) inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

3. **High Dusting:** Dust all surfaces above seventy-two (72) inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.

5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.

6. **Metal Cleaning and Polishing:** Clean all chrome, brass and metal items with a material suitable for cleaning. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.

7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.

8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by Contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.

9. ***Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:*** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within forty-eight (48) hours of removal. Dust or vacuum drapes in between washing cycle. Drapes and blinds must be free of dirt, dust and grime.

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

11. ***Tables, Counters, Desks, Chairs, and Sofas -*** Remove any non-permanent stains, spots, spills and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any trash. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Contractor unless requested by County.

#### **G. SPECIAL AREAS**

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

1. ***Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock and Court House Entryways and Steps:*** Utilizing a high pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces. This applies to all County facilities that have a garage and/or loading dock (i.e. Government Center, Justice Center, Juvenile Court, Central Library, etc...).

2. ***Elevator Cleaning:*** Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner on the interior and exterior surfaces of elevators including doors and floor tracks. Polish all metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, and wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned daily. Threshold tracks shall be cleaned of dirt



on a weekly basis. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.

3. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials.

4. **Fitness Center Cleaning:** The Fitness Center is considered clean when all areas are clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture. Fitness Center cleaning includes vacuuming, sweeping, scrubbing and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, wash basins, shower stalls, mirrors and waste receptacles/recycle bins. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles/recycle bins and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.

5. **Holding Cells:** Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold, and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks, and spots. This includes doors, doorframes, and molded seating areas. Window or glass view areas will be cleaned and present clear, streak-free surfaces. Project/Site Manager will coordinate with Police Department and Contract Administrator to establish cleaning times.

6. **Courtrooms:** In addition to the normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted up, any debris removed, and all surfaces of bench and pad properly cleaned.

7. **Stairs and Stairwells** - Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All trash shall be picked up.

## **H. RESTROOM CLEANING**

The following tasks are to be performed daily, or as specified in in Section 10, Appendices, Appendix 4, for each particular building.

1. **Clean and Disinfect Toilets and Urinals** - Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be

removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. The Contractor's supervisor shall report all plumbing discrepancies to the County's Building Services Manager.

2. ***Paper Products Dispensers*** – At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 10-15%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 10-15% of the sheets remain in the package. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the County Building Services Manager. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal containers shall have a waxed paper liner or similar-type product at all times, to be replaced daily or when they have been used.

Coreless bathroom tissue and other similar products cannot be utilized without prior approval from the County's Building Service Supervisor.

3. ***Soap Dispensers*** – At minimum, soap dispensers shall be filled to within 2" of the top with foam or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.

4. ***Restocking:*** Restroom cleaning shall, also, include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens, deodorant blocks and feminine hygiene products. All rolls and dispensers shall be filled and trash receptacle shall be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans.

Restroom cleaning and restocking shall be provided as many times as necessary daily to maintain cleanliness.

5. **Trash Receptacles** - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.

6. **Counter Tops and Sinks** - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc.. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc.... Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.

7. **Diaper Changing Stations and Other Surfaces** - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers. Any graffiti on changing stations shall be removed to the extent feasible.

8. **Walls, Partitions, and Doors** - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, streaks and graffiti using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.

9. **Shower Walls and Floors** - Wash shower walls, curtains, shower floors, bathtub areas using an approved germicidal cleaner. Clean the shower drains. After washing, the walls, curtains, and floors shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.

10. **Floors** - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.

11. **Mirrors** - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.

## I. **WEEKLY GENERAL TASKS**

The following tasks are to be performed weekly, or as specified in Section 10, Appendices, Appendix 4, for each particular building.

1. **Vertical/Horizontal Blinds** - Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.

2. **A/C Supply Vents and Returns and Exhaust Fan Grills** - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.

3. **Non-Carpeted Floors** - Wet-mop 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.

4. **Storage Areas/Closets** - Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Damp mop non-carpeted floors, removing all marks and dirt.

5. **Mop Heads** - Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.

## J. **6RESTROOM CLEANING**

The following tasks are to be performed weekly, or as specified in Section 10, Appendices, Appendix 4, for each particular building.

**Floor Drains** - Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.

1. **Restroom, Locker and Shower Floor** - All surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.



#### K. MONTHLY GENERAL TASKS

The following tasks are to be performed monthly, or as specified in Section 10, Appendices, Appendix 4, for each particular building.

1. **Furniture** - Vacuum all cloth furniture. Removable cushions shall be lifted and vacuumed underneath. Wipe down all vinyl and hard surfaces with a damp cloth.
2. **Clean all outside lights** attached to building exteriors (up to a height of 15 feet) – remove cobwebs from lens covers and lamp housing.

#### L. QUARTERLY GENERAL TASKS

The following tasks are to be performed quarterly, or as specified in Section 10, Appendices, Appendix 4, for each particular building.

1. **Cubicle Walls/Furniture** - Vacuum all cubicle walls and cloth furniture.
2. **High Dusting** – Dust all surfaces seventy-two (72) inches; including walls and ceiling tiles/vents. Remove all dust and cobwebs.
3. **Woodwork** - Clean and polish all real woodwork. Woodwork shall be free of smudges, fingerprints and shall have a uniform appearance.
4. **Hard and Marble Surfaces** – Clean and polish all hard and marble surfaces, which shall be free of smudges, fingerprints and shall have a uniform appearance.

#### M. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

The County shall furnish the following:

1. **Facilities** - The County shall provide space within each building commensurate with Contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets or a designated place in each building, where available. These areas shall be kept clean and neat by the Contractor(s) at all times and shall only be used for the intended use. Supplies shall be stored in their proper place when they arrive. Empty boxes, bottles, containers, etc... shall be properly discarded (including recycling, where appropriate). Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.
2. **Utilities** - The County shall furnish all utilities to the Contractor at existing outlets. Any modifications to existing outlets for Contractor's convenience shall be at Contractor's expense. Prior written approval for any alteration shall be obtained from the County's Buildings Supervisor. Contractor's Onsite Project Manager shall arrange for the work to be done and the costs shall be charged to the Contractor. Additionally, the County shall furnish hot and cold water as necessary.
3. **Telephones** - The County telephone policy limits use of its

telephone extensions on the County system to calls relating to County business. Contractor shall ensure that employees observe this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of Contractor, shall be the responsibility of Contractor.

4. ***Janitorial Supplies*** - Contractor shall provide all cleaning chemicals and equipment necessary to perform the cleaning standards of the contract. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047).

Contractor shall furnish the following:

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

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

#### **Mandatory Chemicals**

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

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



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

2. All necessary cleaning equipment, including, but not limited to, power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by Contractor. Such equipment shall be of the size and type customarily used for work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within seventy-two (72) hours. Propane driven equipment is banned.

3. All equipment needed must perform the job in accordance with industry and OSHA standards. All vacuums shall meet or exceed Carpet and Rug Institute (CRI) requirements for efficiency and have a HEPA or high filtration system to maintain indoor air quality. (See <http://www.carpet-rug.org>). A list of equipment proposed shall be included with Contractor's response.

4. Contractor's contracted personnel shall be issued a temporary Fulton County ID Badge before working in any County facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. Penalties for Non-Performance describes in detail the actions that will apply for non-compliance.

Supplies installed on County property by Contractor shall become the property of the 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. Two (2) weeks prior to the contract start date, Contractor shall submit a list of proposed supplies providing the name of the manufacturer, the brand name, and intended use of each of the materials proposed to be used in the performance of the work.

5. Contractor shall comply with the following:

- Building Owners and Managers Association (BOMA) - [www.boma.org/standards](http://www.boma.org/standards);
- American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047) - [www.astm.org](http://www.astm.org);
- Carpet and Rug Institute - [www.carpet-rug.org](http://www.carpet-rug.org);
- Green Seal's Industrial and Institutional Cleaning Standard, GS-37, Green Seal's Institutional Floor Care Products, GS-40, and Green Seal's Industrial and Institutional Hand Cleaners - [www.greenseal.org](http://www.greenseal.org)/ find **green seal products**

### **3.4 PROJECT DELIVERABLES**

A. Contractors must be fully operational and ready to assume responsibilities for this contract and begin cleaning facilities on **May 1, 2017**, after notification of approval of award by the Fulton County Board of

Commissioners and attendance at a Post Award Conference, where the Notice to Proceed (NTP) will be issued. Employees assigned to clean the County's facilities may not begin work prior to the approval of the GCIC and/or NCIC and receipt of a Fulton County issued Temporary ID Card. **All background checks for proposed employees, including supervisory and management office personnel, shall be completed by April 15, 2017.** Failure to adhere to these timelines shall be grounds for termination of this contract.

B. Contractors shall meet all of the requirements in Section 3.3, Scope of Work. Failure to meet any or all of the requirements may result in a deduction of one percent (1%) of Contractor's monthly invoice. Repeated failures may be cause for termination of this contract.

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

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

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

The successful Contractor shall submit the following items to the County's Building Services Manager ***within thirty (30) days of initiation of the contract award the following:***

- A. Complete work schedule for weekly, monthly, quarterly, semi-annual and annual services for all facilities. Schedule shall include set day and location for monthly review meetings with the County's Building Services Manager;
- B. Schedule of all employees of the Contractor and the buildings to which they are assigned, along with the labor-hours to perform the required work at each building;
- C. Copy of the current Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;
- D. List of all cleaning products (brand names) to be utilized, how each will be used, and the Green Seal Standards (if applicable) that are met;

E. Documented list of employee training programs showing that all employees have been trained according to specifications of the proposal prior to the commencement of the contract;

F. Contractor is required provide security checks for all personnel assigned to work under this contract. Security checks will be coordinated with the Fulton County Police Department, who will run security checks of all personnel assigned to work under this contract. The records check will include finger printing; Department of Justice wanted persons system, Georgia Driver's License check, Fulton County Sherriff warrant check and review of any other local record(s). Contractor shall be responsible for the costs associated with this process. Additional checks will be required for all new employees during the lifetime of the contract and all expenses shall be borne exclusively by awarded Contractor. The County reserves the right to approve/refuse any prospective employees of Contractor as a result of the background check. ***The following information must be provided to the County's Building Services Manager no less than thirty (30) days prior to any employee's start of work:***

- a. Full Name;
- b. Social Security Number;
- c. Georgia Driver's License or ID number
- d. Birth Date; and
- e. Address

G. Enter into a contractual agreement with the County. The contract will be submitted for execution by Contractor after BOC approval to award the contract.

### **3.5 REPORTING SCHEDULE**

Contractor shall provide the following reports for this RFP:

#### **1. Deficiency Reporting**

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

Contractor's Onsite Project Manager shall provide a written response to the Building Services Manager no later than the end of the correction time period stipulated in the Deficiency Notice: giving the status of the Contractor's actions to correct the deficiency. The response shall include the steps taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular Building Services Manager and Contractor's Onsite Project

Manager meeting to ensure that they have been completely resolved. **Failure to submit written responses may result in an adverse Contractor Performance Report.**

Contractor shall submit a corrective action plan within two (2) business days upon receipt of a Deficiency Notice from the Building Services Manager. If Contractor's response is deemed an acceptable corrective action and/or timeframe by the Building Services Manager, Contractor shall submit a report when the corrective action has been completed. If the response is unacceptable, the Building Services Manager shall notify the County's Contract Administrator, in writing. The Contract Administrator shall follow the steps in this RFP relating to non-performance to redress the deficiency.

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

## **2. Incident Reporting**

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

## **3. Bi-Weekly Reports**

Contractor shall submit the following reports for this RFP at the bi-weekly meetings to the County's Contract Administrator during the course of this contract:

1. Key Control Report;
2. Quality Control Report;
3. Staff Security Sign-In Sheet;
4. Training Calendar;
5. Periodic Schedule; and
6. Completed Projects Calendar acceptable to the County to record inspections.

**EXHIBIT D**

**COMPENSATION**

## COMPENSATION

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$361,127.28 (Three Hundred Sixty One Thousand One Hundred Twenty Seven Dollars, and Twenty Eight Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Cost Proposal for year one (1) August 1, 2017 through December 31, 2017, "The Initial Term"

The Cost Proposals for Renewal Year One (1), and Renewal Year Two (2), if the renewal options are exercised by the County, may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year (Pursuant to Article Eight (8), Multi-Year Contract Term of this document).



## American Facility Services, Inc. Cost Proposal

5.31.17

INITIAL TERM - 8/1/2017 TO 12/31/2017

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term - 5 Months	5 Month Cost
<b>Justice Center Tower</b>					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	0.05275	\$27,250.47	5	\$136,252.37
<b>Carnes Justice Center Building</b>					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	0.05275	\$6,309.54	5	\$31,547.72
<b>Lewis Slaton County Courthouse</b>					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	0.05275	\$12,168.71	5	\$60,843.57
<b>Judge Romae T. Powell Juvenile Justice Center</b>					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	0.05275	\$7,014.23	5	\$35,071.14
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$263,714.80</b>
<b>DAY PORTERS</b>					
Facility	Daily Hours	Days	Total Hours	Cost Per Hour	5 Month Cost
Justice Center Tower					
Carnes Justice Center Bldg.	56	101	5,656	10.96	\$61,989.76
Lewis Slaton Courthouse					
Judge Romae T. Powell Juvenile Justice Center	32	101	3,232	10.96	\$35,422.72
Total Cost Day Porters	88		8,888		\$0.00
<b>TOTAL COST FOR DAY PORTERS</b>					<b>\$97,412.48</b>
<b>GROUP B - TOTAL COST FOR 5 MONTHS</b>					<b>\$361,127.28</b>

# **FIRST RENEWAL**

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term - 12 Months	Annual Cost
<b>Justice Center Tower</b>					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	0.07188	\$37,133.60	12	\$445,603.23
<b>Carnes Justice Center Building</b>					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	0.07188	\$8,597.87	12	\$103,174.49
<b>Lewis Slaton County Courthouse</b>					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	0.07188	\$16,582.03	12	\$198,984.36
<b>Judge Romae T. Powell Juvenile Justice Center</b>					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	0.07188	\$9,558.13	12	\$114,697.55
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$862,459.62</b>
<b>DAY PORTERS</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Justice Center Tower					
Carnes Justice Center Bldg.	56	251.00000	14,056	10.96	\$154,053.76
Lewis Slaton Courthouse					
Judge Romae T. Powell Juvenile Justice Center	32	251.00000	8,032	10.96	\$88,030.72
Total Cost Day Porters	88	251.00000	22,088		\$0.00
<b>TOTAL COST FOR DAY PORTERS</b>					<b>\$242,084.48</b>
<b>GROUP B - TOTAL COST FOR FIRST RENEWAL</b>					<b>\$1,104,544.10</b>

## SECOND RENEWAL

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term - 12 Months	Annual Cost
<b>Justice Center Tower</b>					
Total Sq. Ft.	615,000				
Cleanable Sq. Ft.	516,600	0.07188	\$37,133.60	12	\$445,603.23
<b>Carnes Justice Center Building</b>					
Total Sq. Ft.	142,396				
Cleanable Sq. Ft.	119,613	0.07188	\$8,597.87	12	\$103,174.49
<b>Lewis Slaton County Courthouse</b>					
Total Sq. Ft.	274,628				
Cleanable Sq. Ft.	230,688	0.07188	\$16,582.03	12	\$198,984.36
<b>Judge Romae T. Powell Juvenile Justice Center</b>					
Total Sq. Ft.	158,300				
Cleanable Sq. Ft.	132,972	0.07188	\$9,558.13	12	\$114,697.55
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$862,459.62</b>
<b>DAY PORTERS</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Justice Center Tower					
Carnes Justice Center Bldg.					
Lewis Slaton Courthouse	56	251.00000	14,056	10.96	\$154,053.76
Judge Romae T. Powell Juvenile Justice Center	32	251.00000	8,032	10.96	\$88,030.72
Total Cost Day Porters	88	251.00000	22,088		\$0.00
<b>TOTAL COST FOR DAY PORTERS</b>					<b>\$242,084.48</b>
<b>GROUP B - TOTAL COST FOR SECOND RENEWAL</b>					<b>\$1,104,544.10</b>

<b>GRAND TOTAL FOR GROUP B:</b>	<b>\$3,313,632.30</b>
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**EXHIBIT E**

**PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> 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\*,<sup>2</sup> 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

[Signature]  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

President  
Title of Authorized Officer or Agent of Contractor  
Kevin McCann  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 31st day of January, 2017.

Notary Public: [Signature]  
County: Forsyth

Commission Expires: 10/29/19

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

<sup>1</sup>O.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.

<sup>2</sup>\*[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].

Section 5

Request for Proposal #17RFP103949C-CL  
Janitorial Services for Fulton County's Government Center Complex (Group A)  
and Justice Center Facilities (Group B)

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 services<sup>3</sup> 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\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

63232

EEV/Basic Pilot Program\* User Identification Number

[Signature]  
BY: Authorized Officer of Agent Diversified Technologies LLC  
(Insert Subcontractor Name)

General Manager

Title of Authorized Officer or Agent of Subcontractor

Terence K. Thomas

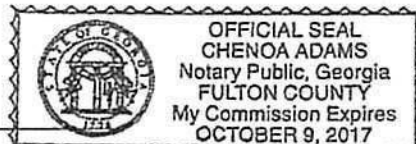
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25<sup>th</sup> day of January, 2017.

Notary Public: Chenoa Adams

County: Fulton

Commission Expires: October 9, 2017



<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 100, 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.

<sup>4</sup>[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].

Section 5

Request for Proposal #17RFP103949C-CL  
Janitorial Services for Fulton County's Government Center Complex (Group A)  
and Justice Center Facilities (Group B)



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### LITIGATION DISCLOSURE:

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES ☒ NO

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

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

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

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

*[Signatures on Next Page]*

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Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Kevin McCann, President, 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004  
Harold Angel, Vice President, 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004

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

We have grown from annual revenues of \$17M to over \$23M 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 350 employees, 115 existing clients, and 300 contracts in place. Over the past five years, we have maintained a similar customer base. Our range of customers is wide, from small offices to large contracts with multiple facilities requiring specific considerations and the majority of our customers renew their contracts with us.

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

i) no  
ii) no  
iii) no

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 31st day of January, 2017

American Facility Services, Inc. 1/31/2017  
(Legal Name of Proponent) (Date)

[Signature] 1/30/2017  
(Signature of Authorized Representative) (Date)

President  
(Title)

Sworn to and subscribed before me,

This 31st day of January, 2017

[Signature]  
(Notary Public) (Seal)

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

Commission Expires 10/29/19  
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: American Facility Services, Inc.

Performing work as: Prime Contractor X Sub-Contractor \_\_\_\_\_Professional License Type: Not Applicable

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: Harold Engel

Date: 1/31/2017

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

N/A

COUNTY OF FULTON

Form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror \_\_\_\_\_ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_  
(BUSINESS NAME) (Affix corporate seal here, if a corporation)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



STATE OF GEORGIA

N/A

COUNTY OF FULTON

Form F: SERVICE DISABLED VETERAN Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror \_\_\_\_\_ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_  
(BUSINESS NAME) (Affix corporate seal here, if a corporation)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

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## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We ( Harold Angel ),  
Name

Vice President

Title

American Facility Services, Inc.

Firm Name

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

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

NAME: Harold Angel TITLE: Vice President

SIGNATURE: 

ADDRESS: 1325 Union Hill Industrial Court, Suite A

Alpharetta, GA 30004

PHONE NUMBER: 770-740-1613 EMAIL: anugent@amfacility.com

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name American Facility Services, Inc.  
17RFP103949C-CL Janitorial Services for Fulton County's Government Center  
ITB/RFP Name & Number: Complex (Group A) and Justice Center Facilities (Group B)

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is ☐, is not ☒ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly): \$ 501,483.15 per year or 25 %
2. This highlighted 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:

Business Name	Business Name	Business Name
% of JV _____	% of JV _____	% of JV _____
Ethnicity _____	Ethnicity _____	Ethnicity _____
Gender _____	Gender _____	Gender _____
Phone# _____	Phone# _____	Phone# _____

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

SUBCONTRACTOR NAME: Diversified Technologies LLC  
ADDRESS: 300 Colonial Center Pkwy., Suite 100  
Roswell, GA 30076  
PHONE: 678-353-3357  
CONTACT PERSON: Terence Thomas  
ETHNIC GROUP\*: AABE COUNTY CERTIFIED\*\* Fulton  
WORK TO BE PERFORMED: Janitorial Services  
DOLLAR VALUE OF WORK: \$ 501,483.15 PERCENTAGE VALUE: 25 %

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

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

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$) 501,483.15

Total Percentage of Subcontractor Value: (%) 25%

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  Title: Vice President

Business or Corporate Name: American Facility Services, Inc.

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

Telephone: ( 770) 740-1613

Fax Number: ( 770) 475-7720

Email Address: anugent@amfacility.com



**Business Name**

DIVERSIFIED TECHNOLOGIES LLC

**Vendor Number**

2DI503

**Contact**

Mr. TERENCE K. THOMAS

**Primary DBE – WBE  
Description**Disadvantaged Business  
Enterprise (DBE)

300 COLONIAL CENTER PKWY., STE. 100  
ROSWELL, GA 30076  
(678)353-3357  
tthomas@divtechllc.com

**NAICS Code and Description**

56131 - EMPLOYMENT PLACEMENT AGENCIES

**Work Class Description**

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## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

Janitorial Services (Selected Fulton County Facilities)

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

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

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

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

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

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

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

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

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

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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage	Each Occurrence	-	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles)

Janitorial Services (Selected Fulton County Facilities)

**4. UMBRELLA LIABILITY**

(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

**5. FIDELITY BOND AND CRIME**

(Employee Dishonesty - Theft) Each Occurrence - \$500,000

\*Above to include 3<sup>rd</sup> Party Coverage

**Certificates:**

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

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

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

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

Such certificates and notices shall be sent to:

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

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operation in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

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

COMPANY: American Facility Services, Inc. SIGNATURE: Harold Angel

NAME: Harold Angel TITLE: Vice President

DATE: 1/31/2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/2017

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).

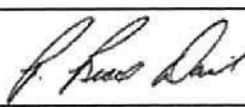
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342	<b>CONTACT NAME:</b> Matt Russell	
	<b>PHONE (A/C, No, Ext):</b> 404 497-7500	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> mrussell@mcgriff.com	
<b>INSURED</b> American Facility Services, Inc. 1325 Union Hill Ind Court Suite A Alpharetta, GA 30004	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> The Travelers Indemnity Company of America	
	<b>INSURER B :</b> Chubb National Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>NAIC #</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 8QKQ7HYV      **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		X	X	630-5J480676-PHX-17	05/19/2017	05/19/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>								MED EXP (Any one person)	\$ 1,000
	<input type="checkbox"/>								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG	\$ 3,000,000				
	OTHER:			Employee Benefits	\$ 3,000,000					
	AUTOMOBILE LIABILITY			X	X	BA-5J468165-TIA-17	05/19/2017	05/19/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)						\$ 1,000,000	
<input type="checkbox"/>									\$	
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR	CUP-5J493475-TIL-17	05/19/2017	05/19/2018	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A	X	UB-5J48253A-COF-17	05/19/2017	05/19/2018	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Employee Dishonesty			X	X	82375917	05/19/2017	05/19/2018	Employee Dishonesty Deductible	\$ 250,000 \$ 5,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RFP 17RFP103949C-CL  
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.

<b>CERTIFICATE HOLDER</b>  Fulton County Dept. of Purchasing and Contract Compliance 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXHIBIT H**

**PAYMENT & PERFORMANCE BONDS**

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BID BOND

#17RFPXXXXC-CL- JANITORIAL SERVICES FOR FULTON COUNTY'S GOVERNMENT  
CENTER COMPLEX (GROUP A) AND JUSTICE CENTER FACILITIES (GROUP B)

KNOW ALL MEN BY THESE PRESENTS, THAT WE AMERICAN FACILITY SERVICES, INC.

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of  
Massachusetts and duly authorized to transact Surety business in the State of Georgia, are  
held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of  
Five Percent of Amount Bid\*\*\*\*\* Dollars and Cents  
(\$ <sup>5% of Amount</sup> Bid\*\*\*\*\* ) good and lawful money of the United States of America, to be paid upon demand of  
the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs,  
executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for  
JANITORIAL SERVICES FOR FULTON COUNTY'S GOVERNMENT CENTER COMPLEX  
(GROUP A) AND JUSTICE CENTER FACILITIES (GROUP B), a Bid;

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

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

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

Enclosed is a Bid Bond in the approved form, in the amount of  
Five Percent of Amount Bid\*\*\*\*\* Dollars  
5% of Amount  
(\$Bid\*\*\*\*\* ) being in the amount of five percent (5%) of the Contract Sum. The money payable  
on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract  
within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond  
and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be  
duly signed and sealed this 1st day of February, 2017

ATTEST:

American Facility Services, Inc.

PRINCIPAL

Candice Nugent  
(SEAL) Witness

BY [Signature]

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Harold Angel, certify that I am the Secretary of the Corporation named as principal  
in the within bond; that Kevin McCann, who signed the said bond of said  
corporation; that I know this signature, and his/her signature thereto is genuine; and that said  
bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its  
governing body.

Harold Angel  
SECRETARY

(CORPORATE SEAL)

Liberty Mutual Insurance Company

SURETY

Kristen A. Meeks  
(SEAL) Witness

BY A.M. DiGeronimo

A.M. DiGeronimo, Attorney-In -Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7555436

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, A.M. DiGeronimo; Colin Y. Turny

all of the city of Norcross, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2016.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of February, 20 17.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-922-9240 between 9:00 am and 4:30 pm EST on any business day