



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**23ITB136993C-GS**

**Medical and Clinical General Cleaning Services**

**For**

**Department Of Real Estate & Asset Management**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. SERVICES PROVIDED BY COUNTY
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 7. SCHEDULE OF WORK
- ARTICLE 8. CONTRACT TERM
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 10. PERSONNEL AND EQUIPMENT
- ARTICLE 11. SUSPENSION OF WORK
- ARTICLE 12. DISPUTES
- ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 15. WAIVER OF BREACH
- ARTICLE 16. INDEPENDENT CONTRACTOR
- ARTICLE 17. RESPONSIBILITY OF CONTRACTOR
- ARTICLE 18. INDEMNIFICATION
- ARTICLE 19. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 20. INSURANCE
- ARTICLE 21. PROHIBITED INTEREST
- ARTICLE 22. SUBCONTRACTING
- ARTICLE 23. ASSIGNABILITY
- ARTICLE 24. ANTI-KICKBACK CLAUSE
- ARTICLE 25. AUDITS AND INSPECTORS
- ARTICLE 26. ACCOUNTING SYSTEM
- ARTICLE 27. VERBAL AGREEMENT
- ARTICLE 28. NOTICES
- ARTICLE 29. JURISDICTION
- ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 31. FORCE MAJEURE
- ARTICLE 32. OPEN RECORDS ACT
- ARTICLE 33. INVOICING AND PAYMENT
- ARTICLE 34. TAXES
- ARTICLE 35. PERMITS, LICENSES AND BONDS
- ARTICLE 36. NON-APPROPRIATION
- ARTICLE 37. WAGE CLAUSE

*Exhibits*

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

**APPENDICES**

- APPENDIX 1: APPLICATION FORMS (Example) N/A
- APPENDIX 2: PROCEDURES (Example) N/A

## CONTRACT AGREEMENT

Contractor: **Intercontinental Commercial Services, Inc. (ICS, Inc.)**

Contract No.: **23ITB136993C-GS, Medical and Clinical General Cleaning Services**

Address: **912 Hurricane Shoals Road, NE**  
City, State **Lawrenceville, GA 30043**

Telephone: **6785300401**

Email: [ics.emails@gmail.com](mailto:ics.emails@gmail.com)

Contact: **Kelly B. Adamson**  
**Vice President of Sales**

This Agreement made and entered into effective the 3rd day of May 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **INTERCONTINENTAL COMMERCIAL SERVICES, INC. (ICS, INC.)**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform To provide general cleaning for selected Fulton County health facilities (Adamsville Regional Health Center, Center for Rehabilitation, Fulton County Public Health at 10 Park Place, Oakhill Child, Adolescent and Family Center and College Park Regional Health Center) for the Department of Real Estate and Asset Management. The detailed scope of work and technical specifications is outlined in the Scope of Work of this bid document., 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)
- N/A

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 05-03-2023 and 23-0309.

## 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 perform to provide general cleaning for selected Fulton County health facilities (Adamsville Regional Health Center, Center for Rehabilitation, Fulton County Public Health at 10 Park Place, Oakhill Child, Adolescent and Family Center and College Park Regional Health Center) for the Department of Real Estate and Asset Management. The contractor shall furnish all labor, materials, cleaning supplies, restroom supplies (including soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of medical and clinical office cleaning services at these facilities. The detailed scope of work and technical specifications is outlined in the Scope of Work of this bid document. 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 3<sup>rd</sup> day of May 2023, 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 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2024	12-31-2024
2	12 months	01-01-2025	12-31-2025

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 \$330,218.00, (three hundred thirty thousand two hundred eighteen dollars), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

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



and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

#### ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

#### ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute

hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially

completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

#### ARTICLE 15. **WAIVER OF BREACH**

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

#### ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

#### ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

#### ARTICLE 18. **INDEMNIFICATION**

**18.1 Non-Professional Services Indemnification.** Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor

or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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

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

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

**18.3 Defense.** Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney)

that Contractor is defending the claim as required hereunder.

#### **18.4 Separate Counsel.**

**18.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

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

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

### **ARTICLE 19. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that

Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

#### ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

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

##### Section 21.02 **Interest of Public Officials:**

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

#### ARTICLE 22. **SUBCONTRACTING**

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

#### ARTICLE 23. **ASSIGNABILITY**

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

**ARTICLE 24. ANTI-KICKBACK CLAUSE**

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

**ARTICLE 25. AUDITS AND INSPECTORS**

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

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

**ARTICLE 26. ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management  
Director  
141 Pryor Street, S.W., Suite G119  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph N. Davis

**With a copy to:**

Department of Purchasing & Contract Compliance  
Director  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Intercontinental Commercial Services, Inc. (ICS, Inc.)  
912 Hurricane Shoals Road, NE, Lawrenceville, GA 30043  
Telephone: (678) 530-0401  
Email: [ics.emails@gmail.com](mailto:ics.emails@gmail.com)  
Attention: Kelly B. Adamson, Vice President of Sales



## 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.

Intentionally left blank

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**INTERCONTINENTAL  
COMMERCIAL SERVICES, INC.  
(ICS, INC.)**

DocuSigned by:  
*Robert L. Pitts*  
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of  
Commissioners

DocuSigned by:  
*Kelly B. Adamson*  
E2B232C96FE040C...

Kelly B. Adamson  
Vice President of Sales

ATTEST:

DocuSigned by:  
*Tonya R. Grier*  
EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



ATTEST:

DocuSigned by:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:  
*Patrick O'Connor*  
61E8837846AF49C...

Office of the County Attorney

ATTEST:

DocuSigned by:  
*Marian Kim*  
75E17AD980444B2...

Notary Public Marian Kim

APPROVED AS TO CONTENT:

DocuSigned by:  
*Joseph N. Davis*  
E45C5C5F17FB417...

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

County: Gwinnett

Commission Expires: 1/25/2026

(Affix Notary Seal)



2023-0309 5/3/2023  
ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_  
REGULAR MEETING





**GEORGIA  
CORPORATIONS  
DIVISION**

**BRAD  
RAFFENSPERGER**

[HOME \(/\)](#)

**BUSINESS SEARCH**

BUSINESS INFORMATION

**INTERCONTINENTAL**  
Business Name: **COMMERCIAL SERVICES, INC.** Control Number: **0536495**

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

Business Purpose: **NONE**

Principal Office Address: **912 HURRICANE SHOALS RD NE, LAWRENCEVILLE, GA, 30043, USA** Date of Formation / Registration Date: **5/20/2005**

State of Formation: **Georgia** Last Annual Registration Year: **2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Kim, Sung S.**

Physical Address: **1633 Clifton Downs Ct. Kennesaw, GA 30144, Kennesaw, GA, 30144, USA**

County: **Cobb**

OFFICER INFORMATION

Name	Title	Business Address
Kenneth Williams	CFO	3291 Shady Valley Ct, Loganville, GA, 30052, USA
Seung H. Kim	Secretary	1633 Clifton Downs Ct, Kennesaw, GA, 30144, USA
Sung S. Kim	CEO	1633 Clifton Downs Ct, Kennesaw, GA, 30144, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.19

[Report a Problem?](#)

# **ADDENDA**

**No Addenda were required for this Project**



# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

---

The Contractor shall provide medical and clinical cleaning services for the **Adamsville Regional Health Center**, located at 3700 MLK, Jr., Dr., Atlanta, GA 30331; **Center for Rehabilitation (CHR)** located at 265 Blvd NE Atlanta, GA 30312; **Fulton County Public Health** located at 10 Park Place, Atlanta, GA. 30303; **College Park Regional Health Center**, located at 1920 John Wesley Avenue, College Park, GA 30337; and the **Oak Hill Child, Adolescent and Family Center** located at 2805 Metropolitan Pkwy, Atlanta, GA 30315.

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

The apparent silence of this specification and any supplement thereto as to details, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor performance will be evaluated in terms of the cleaning results achieved. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

Georgia Criminal Investigation Checks (GCIC) must be conducted by the Contractor at Contractor's expense on all employees, including sub-contractors, assigned to clean County Facilities. National Crime Information Center (NCIC) checks must be conducted by the Contractor at the Contractor's expense on all employees and subcontractors hired to perform work in Justice Facilities only. Said employees may be temporarily assigned to Justice Facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance. The GCIC must be completed and forwarded to the Contract Administrator or designated County representative for review and approval prior to the start date of the contract. No employee may work at any Fulton County Facility prior to the approval of the GCIC and receipt of a Fulton County Temporary ID Card. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employees on this contract.

## **BOMA STANDARDS (Building Owners and Manager Association)**

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

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

### **SERVICES REQUIRED**

#### **A. Restroom Cleaning:**

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

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

**B. Floors:**

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells, and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.
2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned, and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms.
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. Wall's 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. Wall's 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. 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. **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.
9. **Stripping and Refinishing Floors:** Remove all floor finish material from 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.
10. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary, to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

### C. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks, or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, windowsills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt, and spots. All areas cleaned must not show any indication of discoloration or fading.
2. **Low Dusting:** Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. **High Dusting:** Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high bookcases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling

molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.
5. **Cleaning Drinking Fountains:** The porcelain or stainless-steel surface shall be free of dust, spots, stains, streaks, mold, and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.
6. **Metal Cleaning and Polishing:** 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 handprints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease, and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors, and glass desktops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots, and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass and frames shall be clean and free of dirt, dust, streaks, watermarks, spots, and grime. Windows shall not appear cloudy or streaked.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes in between washing cycle. Drapes and blinds must be free of dirt, dust, and grime.

**D. Waste Removal**

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

**E. Exterior Cleaning:**

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

**F. Break Room Cleaning:**

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

## **G. Special Areas**

1. **Pressure Washing, Cleaning and Sealing Garage Area:** 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.
2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish all metal surfaces in accordance with the standard for metal polishing. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping, and mopping floors, stripping floors, and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
3. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be always kept clean. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains, and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials.
4. **Kitchen Cleaning:** Kitchen is considered clean, about this contract, when the floors, mats, walls, and trash containers are free from dirt, grease, mold, dust, and mildew. All floors must be free from grease, dirt, and mildew. Scrubbing will be required for floors, grout, baseboards, and corners. Clean all drainpipes. All floor mats must be clean and free from excess moisture, dirt, and mildew. All walls must be free from graffiti, mildew, and mold. Refill all soap and paper towel dispensers.

## **MEDICAL AREA CLEANING**

1. **Medical Waste Removal:** Gloves and protective clothing are to be worn. At least two red "Bio-Hazard" plastic bags are to be brought to the location of the medical waste; Lower or raise the bag to the waste and deposit in bag with labels and caution warnings prominently displayed; Wipe dry areas with spray and wipe disinfectant; Remove the waste to the designated "Bio-Hazard" area (avoiding contact with others); Place first bag into the second bag and remove latex gloves (by turning inside out in a peeling motion); Place gloves in second bio-hazard bag, seal and deposit in specified container; Wash hands with hot water and antibacterial soap; Report incident to immediate supervisor.

2. **Bodily Fluid Clean-Up:** Gloves and protective clothing are to be worn – be careful to cover exposed skin and eyewear; Apply supplied absorption material as directed, (emergency clean-up kit); Sweep or wipe all solidified fluids into a plastic trash bag, and then into a properly labeled bio-hazard (red) bag; Mop and/or wipe immediate area with undiluted chlorine bleach; Mop and/or wipe again with soapy disinfectant solution; Rinse with clear water - (be attentive to foreign odors and repeat procedures until odors are removed); Deposit solidified fluids into bio-hazard container and place in secure container (such as waste basket), and transport to bio-hazard area; Place in bio-hazard collection box with gloves and other disposable protective gear, seal for collection; Bag and label mop heads for bleach washing; store separately.
3. **Feces Exposed on Surfaces:** Isolate area (stop foot traffic); Wear Protective clothing, gloves, eyewear, etc.; In restrooms, remove fecal matter from walls and other high places with hose and water careful to avoid splashing; Use metal dustpan or disposable scoop to double-bag large deposits. All large deposits may be placed in a bio-hazard bag and sealed; With a hose and water, thoroughly rinse area from 6 inches above highest fecal contact downward into floor drain; Wash walls and fixtures with disinfectant/bleach solution; Rinse well; Wash floor with diluted bleach and soap solution, rinse well; Deodorize and ventilate where possible.
4. **Uncontained Needle and Syringe Removal:** Isolate area (stop foot traffic); Wear protective gloves; Notify immediate supervisor; Using metal dust pan or disposable scoop, place object in a barrier device such as a metal trash can; Check for fluids and apply absorption material where needed; Mop or wipe general area with bleach and rinse; Remove object from area and transport to bio-hazard area; place object in bio-hazard sharps container, place container in (red) bio-hazard bag; Place bag in bio-hazard box for pick-up.

## **SERVICE REQUIREMENTS**

The following is a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the successful bidder. Bidders must show that they can deliver services equal to or better than these minimum service levels. While the County has made every effort to cover all the requirements in this Section and in Section VI, we cannot guarantee that all elements have been specified. In cases where this has not been done, the best commercial practice will prevail.

### **1. PERSONNEL:**

#### **A. Employees:**

1. **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 handling or use poisons, caustics, and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Contractor will maintain MSDSs at each location. Contractor will ensure that employees are trained on the building evacuation plan.
2. **Accident Reporting** – Serious accidents 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 accident report that the Contractor (or subcontractors at any level) submits to their insurance carriers regarding 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 accident occurred.
3. **Protection** – The 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.

**B. Supervision:**

The Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. **Supervisory employees must be fully conversant in English.**

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

**A. Furnished by the Contractor**

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

or WARNING labels) have been furnished to the Contract Administrator. The Contractor shall use recycled products to the greatest extent possible.

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

## **TRAINING**

The Contractor shall include a comprehensive training plan which includes at a minimum:

- A. Specific training each employee involved in this contract (including supervisory and management personnel) has already received.
- B. Specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.
- C. Include details of when and where such training is to be accomplished. Fulton County reserves the right to observe any such training.
- D. Description of how the effectiveness of the training is to be measured.
- E. **Healthcare facility training program:** Joint Commission on Accreditation of Healthcare Organization (JCAHO) provides quality cleaning standards design for hospital, home health care, laboratorial, behavioral health facilities, and health clinics, etc. Only personnel that are certified /trained JCAHO standards in special cleaning procedures for exam rooms and contamination, etc. will be assigned/allowed cleaning responsibilities in medical areas only.

## **DEFICIENCY REPORTING**

- A. If a cleaning-related deficiency is noted by the County, the Facility Manager for the affected health facility will notify the Contractor's Project Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Facility Manager will stipulate in the Deficiency Notice the time allowed for the Contractor to correct the deficiency.
- B. The Contractor's Project Manager shall provide a written response to the Facility Manager no later than the end of the correction time stipulated in the Deficiency Notice – giving the status of the Contractor's actions to

correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the County's Facility Manager and the Contractor's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report.

- C. If a deficiency in a "periodic service" might not be corrected within the time stipulated by the Facility Manager, the Contractor may, within two working days, request a revised completion time/date. The Facility Manager will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.
1. If deemed an acceptable corrective action and/or time frame by the Facility Manager, the Contractor shall submit a report when the corrective action has been completed.
  2. If the Facility Manager determines this response is unacceptable, the Facility Manager shall notify the County's Contract Administrator in writing. The Contract Administrator shall follow the steps in this bid document relating to non-performance.
- D. The contractor will be allowed to redo a service upon notification. However, Fulton County reserves the right to consider any required repeat service as a failure to perform. The Fulton County Contract Administrator will determine when the level of service has progressed to an unsatisfactory level.

## **KEY CONTROL AND SECURITY PLAN**

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



## **PILFERAGE OF ITEMS AND VANDALISM**

Contractor must indicate how they plan to make sure that valuable items are not broken, abused, or stolen. Failure to control pilferage and vandalism can be grounds for termination of this contract. Employees must have a background check completed prior to working on County property. The cost of replacing any items stolen or broken by vendor's employees will be charged to the vendor and vendor will reimburse / replace item to Fulton County within ten working days or payment will be subtracted from the next scheduled payment to the vendor by Fulton County.

## **THE USE OF SUBCONTRACTORS**

- A. The contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. All employee records must be maintained by the Contractor and Subcontractor for a minimum of 3 years and accessible to Fulton County.
- B. The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract.
- C. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.
- D. If a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the subcontractor's work and shall be performed by Contractor working directly for the County.

## **QUALITY CONTROL PLAN**

The contractor must develop a comprehensive quality control plan. This plan must assure that all facilities are always maintained at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Fulton County Maintenance Manager or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:

- A. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.
- B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
- C. The contractor must include in the plan a suitable method for inspecting and recording infrequently performed services.
- D. The plan should show the action(s) necessary to prevent unsatisfactory service (s) from recurring.
- E. This plan should include a suitable way to inform the Fulton County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).
- F. The contractor must develop a checklist, key control report, quality control report, staff security sign-in sheet, training calendar, periodic schedule, completed projects calendar (See Appendices) acceptable to Fulton County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Fulton County Contract Administrator at the biweekly meetings with contractor. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.
- G. The contractor must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-contractors fail to provide service, or other problems arise.

## **PENALTIES FOR NON-PERFORMANCE**

- A. The amount of any monies withheld will be based on the square footage of the portion of the facility that was not properly cleaned. Any area that has

not been properly cleaned (even if it was partially cleaned) will be "not properly cleaned".

- B. If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage that has not been properly cleaned.
- C. The amount withheld shall be calculated weekly starting after the first week of the deficiency (8 calendar days after the initial deficiency report).
- D. The amount withheld shall be the "cost per cleanable square foot per week" times the number of square feet affected by the deficiency times the number of weeks the deficiency has existed. On day 8 the deficiency will have existed one (1) week. On day 15 the deficiency will have existed two (2) weeks, in day 22 the deficiency will have existed three (3) weeks, etc.
- E. The amount withheld shall be cumulative. If a payment is processed between day 22 and day 28 of a documented deficiency, the total amount withheld will be six (6) times the cost per square foot times the square footage affected (one time for the first week plus two times for the second week plus three times for the third week). Calculation of amount to be withheld shall continue until County's Contract Administrator certifies in writing that deficiency has been cured or until paragraph 5, below, has been invoked.
- F. These factors will be recalculated for renewal years if bid price is different.
- G. If a day porter fails to show for all or part of a scheduled assignment, then the deduction shall be made at the contracted rate from the appropriate invoice.
- H. Contractor's failure to properly perform "Daily" tasks may be penalized by withholding the appropriate amount of money from the relevant invoice. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good.

## **BACK CHARGES**

- A. If, under the provisions of this Contract, Contractor is notified by Building Services Supervisor/County Representative to correct defective or nonconforming work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Building Services Supervisor/County Representative may, upon written notice, proceed to accomplish the redesign, repair rework or replacement of nonconforming work by the most expeditious means available and back charge Contractor for the cost incurred. Furthermore, if

Building Services Supervisor/County Representative agrees to or is required to perform work for Contractor, such as cleanup, off-loading or completion of incomplete work, Building Services Supervisor/County Representative may, upon written notice, perform such work by the most expeditious means available and back charge Contractor for the costs incurred.

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

### **REMOVAL FOR CAUSE**

- A. If, Contractor through any cause shall fail to perform the Janitorial Services as specified in the Bid Documents in a satisfactory, timely and proper manner or if any of the provisions or stipulations of this agreement are violated by Contractor, the County shall thereupon have the right to immediately terminate this agreement by written notice to Contractor. Said written notice will be sent via certified mail to Contractor at the last address given to the County by Contractor. Notification is considered complete upon mailing, via certified mail, by County. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.
- B. Any decision to invoke the penalties delineated in this section will be made solely by the Director/Deputy Director of the Department of Real Estate and Asset Management of Fulton and may be based upon recommendations from the Building Services Manager and Building Services Supervisors.
- C. In the event contract is terminated due to breach of this agreement, the County retains all rights to compensation from Contractor for all losses resulting from that breach of contract, to include back charges plus punitive damages.

## FACILITIES LIST

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

<b>Building Name</b>	<b>Address</b>	<b>ZIP</b>	<b>Total Sq. Ft.</b>	<b>Total Cleanable Sq. Ft.</b>
Adamsville Health Center	3700 MLK, Jr. Drive Atlanta, GA	30331	30,000	25,200
Oakhill Child, Adolescent and Family Center	2805 Metropolitan Pkwy Atlanta, GA	30315	36,400	30,576
Fulton County Public Health	10 Park Place Atlanta, GA	30303	47882	40,221
College Park Regional Health Center	1920 John Wesley Ave, College Park, GA	30337	42,000	35,280
Center for Rehabilitation (CHR)	265 Blvd, NE Atlanta, GA	30312	53,000	44,520

## **OPERATION HOURS**

Monday-Friday, unless detailing floors such as buffing, stripping, and waxing, and restrooms such as machine scrubbing which would require the building to be empty.

Core Hours of Operation:

1. Four (4) Medical/Clinical Health facilities: Adamsville Health Center, Center for Rehabilitation (CHR), Oakhill Child, Adolescent and Family Center, and College Park Regional Health Center are open five (5) days a week from 8:30 AM to 5:00 PM and require both Day Porter support and night cleaning. Night cleaning will start no earlier than 5:00pm and end no later than 12:00am.
2. Fulton County Public Health at 10 Park Place will open five (5) days a week from 8:00 AM to 7:00 PM and require no less than three (3) Day Porter support.

## **DAY PORTERS**

Day porters are normally required at the Health/Behavioral Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary.

Duties of the day porters include, but are not limited to, continually maintaining cleanliness of, and restocking restrooms, emptying outside waste receptacles, picking up 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.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

---

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$330,218.00, (Three Hundred Thirty Thousand Two Hundred Eighteen Dollars), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.



**BID FORM**

Submitted To: Fulton County Government

Submitted By: Intercontinental Commercial Services, Inc. (ICS, Inc.)

For: **23ITB136993C-GS, Medical and Clinical General Cleaning Services**

Submitted on February 20, 2023.

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

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

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

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

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

**BASE BID AMOUNT** (Totals from Original Terms - 2023 for all 5 Medical Facilities which includes A: General Cleaning & B: Day Porter Annual Costs. **See Page 13**). "Bidder must bid on all five (5) medical facilities to be considered for this award."

\$ 440,289.84  
**(Dollar Amount In Numbers)**

Four hundred forty thousand two hundred eighty-nine dollars and eighty-four cents  
**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

### **BOMA Standards (Building Owners and Manager Association)**

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

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

### **BASE BID AMOUNT**

#### **Hours of Operation:**

1. Four (4) Medical/Clinical Health facilities: Adamsville Health Center, Center for Rehabilitation (CHR), Oakhill Child, Adolescent and Family Center, and College Park Regional Health Center are open five (5) days a week from 8:30 AM to 5:00 PM and require both Day Porters support and night cleaning. Night cleaning will start no earlier than 5:00pm and end no later than 12:00am.

Note: **Adamsville** 1 Day Porter, 2 custodians afterhours  
**College Park** 1 Day Porter, 2 custodians afterhours  
**CHR** 1 Porter, 2 custodians afterhours  
**Oak Hill** 1 Porter, 2 custodians afterhours

2. Fulton County **Public Health at 10 Park Place** will open five (5) days a week from **8:00 AM to 7:00 PM** (hours staggered to cover day porter services) and require **no less than three (3) Day Porter** support.

See Next Page for Bid Pricing

**1. ADAMSVILLE HEALTH CENTER:****A. General Cleaning (Original Term 2023)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Adamsville Health Center					
Cleanable Sq. Ft.	25,200	\$ 0.12	\$ 3,024.00	12	\$ 36,288.00
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 36,288.00</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Adamsville Health Center	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

**Total Cost for Day Porter (Original Term 2023)**

Total Cost for Cleanable Sq. Ft for Adamsville Health Centers (General Cleaning)	\$ 36,288.00
Total Cost for Day Porter Services for Adamsville Health Centers	\$ 29,640.00
<b>Total Annual Cost for Adamsville Health Centers (General Cleaning &amp; Day Porter) 2023</b>	<b>\$ 65,928.00</b>

**B. General Cleaning (1<sup>st</sup> Renewal Term 2024)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Adamsville Health Center					
Cleanable Sq. Ft.	25,200	\$ 0.12	\$ 3,024.00	12	\$ 36,288.00
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 36,288.00</b>
<b>Day Porters Required</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Adamsville Health Center	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

**Total Cost for Day Porter- (1<sup>st</sup> Renewal Term 2024)**

Total Cost for Cleanable Sq. Ft for Adamsville Health Centers (General Cleaning)	\$ 36,288.00
Total Cost for Day Porter Services for Adamsville Health Centers	\$ 29,640.00
<b>Total Annual Cost for Adamsville Health Centers (General Cleaning &amp; Day Porter) 2024</b>	<b>\$ 65,928.00</b>

22ITB136993C-GS  
 Medical and Clinical General Cleaning Services

Section 2  
 Bid Form

**C. General Cleaning (2<sup>nd</sup> Renewal Term 2025)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Adamsville Health Center					
Cleanable Sq. Ft.	25,200	\$ 0.12	\$ 3,024.00	12	\$ 36,288.00
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 36,288.00</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Adamsville Health Center	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

**Total Cost for Day Porter- (2<sup>nd</sup> Renewal Term 2025)**

Total Cost for Cleanable Sq. Ft for Adamsville Health Centers (General Cleaning)	\$ 36,288.00
Total Cost for Day Porter Services for Adamsville Health Centers	\$ 29,640.00
<b>Total Annual Cost for Adamsville Health Centers (General Cleaning &amp; Day Porter) 2025</b>	<b>\$ 65,928.00</b>

**2. CENTER FOR REHABILITATION (CHR):****A. General Cleaning (Original Term 2023)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Center for Rehabilitation					
Cleanable Sq. Ft.	44,520	\$ 0.10	\$ 4,452.00	12	\$ 53,424.00
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 53,424.00</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Center for Rehabilitation	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

**Total Cost for Day Porter (Original Term 2023)**

Total Cost for Cleanable Sq. Ft for Center for Rehabilitation (General Cleaning)	\$ 53,424.00
Total Cost for Day Porter Services for Center for Rehabilitation	\$ 29,640.00
<b>Total Annual Cost for Center for Rehabilitation (General Cleaning &amp; Day Porter) 2023</b>	<b>\$ 83,064.00</b>

**B. General Cleaning (1<sup>ST</sup> Renewal Term 2024)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Center for Rehabilitation					
Cleanable Sq. Ft.	44,520	\$ 0.10	\$ 4,452.00	12	\$ 53,424.00
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 53,424.00</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Center for Rehabilitation	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

**Total Cost for Day Porter (1<sup>ST</sup> Renewal Term 2024)**

Total Cost for Cleanable Sq. Ft for Center for Rehabilitation (General Cleaning)	\$ 53,424.00
Total Cost for Day Porter Services for Center for Rehabilitation	\$ 29,640.00
<b>Total Annual Cost for Center for Rehabilitation (General Cleaning &amp; Day Porter) 2024</b>	<b>\$ 83,064.00</b>

**C. General Cleaning (2nd Renewal Term 2025)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Center for Rehabilitation					
Cleanable Sq. Ft.	44,520	\$ 0.10	\$ 4,452.00	12	\$ 53,424.00
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					\$ 53,424.00
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Center for Rehabilitation	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	8	247	1,976	\$ 15.00	\$ 29,640.00

**Total Cost for Day Porter (2<sup>nd</sup> Renewal Term 2025)**

Total Cost for Cleanable Sq. Ft for Center for Rehabilitation (General Cleaning)	\$ 53,424.00
Total Cost for Day Porter Services for Center for Rehabilitation	\$ 29,640.00
<b>Total Annual Cost for Center for Rehabilitation (General Cleaning &amp; Day Porter) 2025</b>	<b>\$ 83,064.00</b>

**3. FULTON COUNTY PUBLIC HEALTH at 10 PARK PLACE:****A. General Cleaning (Original Term 2023)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Fulton County Public Health					
Cleanable Sq. Ft.	40,221	\$ 0.10	\$ 4,022.10	12	\$ 48,265.20
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 48,265.20</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Fulton County Public Health	24	247	5,928	\$ 15.00	\$ 88,920.00
<b>Total Cost Day Porters</b>	<b>24</b>	<b>247</b>	<b>5,928</b>	<b>\$ 15.00</b>	<b>\$ 88,920.00</b>

**Total Cost for Day Porter (Original Term 2023)**

Total Cost for Cleanable Sq. Ft for FC Public Health at 10 Park PL (General Cleaning)	\$ 48,265.20
Total Cost for Day Porter Services for FC Public Health at 10 Park PL	\$ 88,920.00
<b>Total Annual Cost for FC Public Health at 10 Park PL (General Cleaning &amp; Day Porter) 2023</b>	<b>\$ 137,185.20</b>

**B. General Cleaning (1<sup>st</sup> Renewal Term 2024)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Fulton County Public Health					
Cleanable Sq. Ft.	40,221	\$ 0.10	\$ 4,022.10	12	\$ 48,265.20
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 48,265.20</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Fulton County Public Health	24	247	5,928	\$ 15.00	\$ 88,920.00
<b>Total Cost Day Porters</b>	<b>24</b>	<b>247</b>	<b>5,928</b>	<b>\$ 15.00</b>	<b>\$ 88,920.00</b>

**Total Cost for Day Porter (1<sup>st</sup> Renewal Term 2024)**

Total Cost for Cleanable Sq. Ft for FC Public Health at 10 Park PL (General Cleaning)	\$ 48,265.20
Total Cost for Day Porter Services for FC Public Health at 10 Park PL	\$ 88,920.00
<b>Total Annual Cost for FC Public Health at 10 Park PL (General Cleaning &amp; Day Porter) 2024</b>	<b>\$ 137,185.20</b>

22ITB136993C-GS  
 Medical and Clinical General Cleaning Services

Section 2  
 Bid Form

**C. General Cleaning (2<sup>nd</sup> Renewal Term 2025)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Fulton County Public Health					
Cleanable Sq. Ft.	40,221	\$ 0.10	\$ 4,022.10	12	\$ 48,265.20
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 48,265.20</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Fulton County Public Health	24	247	5,928	\$ 15.00	\$ 88,920.00
<b>Total Cost Day Porters</b>	<b>24</b>	<b>247</b>	<b>5,928</b>	<b>\$ 15.00</b>	<b>\$ 88,920.00</b>

**Total Cost for Day Porter (2<sup>nd</sup> Renewal Term 2025)**

Total Cost for Cleanable Sq. Ft for FC Public Health at 10 Park PL (General Cleaning)	\$ 48,265.20
Total Cost for Day Porter Services for FC Public Health at 10 Park PL	\$ 88,920.00
<b>Total Annual Cost for FC Public Health at 10 Park PL (General Cleaning &amp; Day Porter) 2025</b>	<b>\$ 137,185.20</b>



## 4. OAKHILL CHILD, ADOLESCENT AND FAMILY CENTER:

## A. General Cleaning (Original Term 2023)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Oakhill Child, Adolescent					
Cleanable Sq. Ft.	30,576	\$ 0.12	\$ 3,669.12	12	\$ 44,029.44
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 44,029.44</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Oakhill Child, Adolescent	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

## Total Cost for Day Porter (Original Term 2023)

Total Cost for Cleanable Sq. Ft for Oakhill Child, Adolescent & FC (General Cleaning)	\$ 44,029.44
Total Cost for Day Porter Services for Oakhill Child, Adolescent & FC	\$ 29,640.00
<b>Total Annual Cost for Oakhill Child, Adolescent &amp; FC (General Cleaning &amp; Day Porter) 2023</b>	<b>\$ 73,669.44</b>

B. General Cleaning (1<sup>st</sup> Renewal Term 2024)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Oakhill Child, Adolescent					
Cleanable Sq. Ft.	30,576	\$ 0.12	\$ 3,669.12	12	\$ 44,029.44
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 44,029.44</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Oakhill Child, Adolescent	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

Total Cost for Day Porter (1<sup>st</sup> Renewal Term 2024)

Total Cost for Cleanable Sq. Ft for Oakhill Child, Adolescent & FC (General Cleaning)	\$ 44,029.44
Total Cost for Day Porter Services for Oakhill Child, Adolescent & FC	\$ 29,640.00
<b>Total Annual Cost for Oakhill Child, Adolescent &amp; FC (General Cleaning &amp; Day Porter) 2024</b>	<b>\$ 73,669.44</b>

22ITB136993C-GS  
 Medical and Clinical General Cleaning Services

Section 2  
 Bid Form

### C. General Cleaning (2<sup>ND</sup> Renewal Term 2025)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Oakhill Child, Adolescent					
Cleanable Sq. Ft.	30,576	\$ 0.12	\$ 3,669.12	12	\$ 44,029.44
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 44,029.44</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Oakhill Child, Adolescent	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

### Total Cost for Day Porter (2<sup>nd</sup> Renewal Term 2025)

Total Cost for Cleanable Sq. Ft for Oakhill Child, Adolescent & FC (General Cleaning)	\$ 44,029.44
Total Cost for Day Porter Services for Oakhill Child, Adolescent & FC	\$ 29,640.00
<b>Total Annual Cost for Oakhill Child, Adolescent &amp; FC (General Cleaning &amp; Day Porter) 2025</b>	<b>\$ 73,669.44</b>

**5. COLLEGE PARK REGIONAL HEALTH CENTER:****A. General Cleaning (Original Term 2023)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
College Park Regional Health					
Cleanable Sq. Ft.	35,280	\$ 0.12	\$ 4,233.60	12	\$ 50,803.20
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					\$ 50,803.20
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
College Park Regional Health	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

**Total Cost for Day Porter (Original Term 2023)**

Total Cost for Cleanable Sq. Ft for College Park Regional HC (General Cleaning)	\$ 50,803.20
Total Cost for Day Porter Services for College Park Regional HC	\$ 29,640.00
<b>Total Annual Cost for College Park Regional HC (General Cleaning &amp; Day Porter) 2023</b>	<b>\$ 80,443.20</b>

**B. General Cleaning (1<sup>st</sup> Renewal Term 2024)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
College Park Regional Health					
Cleanable Sq. Ft.	35,280	\$ 0.12	\$ 4,233.60	12	\$ 50,803.20
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					\$ 50,803.20
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
College Park Regional Health	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

**Total Cost for Day Porter (1<sup>st</sup> Renewal Term 2024)**

Total Cost for Cleanable Sq. Ft for College Park Regional HC (General Cleaning)	\$ 50,803.20
Total Cost for Day Porter Services for College Park Regional HC	\$ 29,640.00
<b>Total Annual Cost for College Park Regional HC (General Cleaning &amp; Day Porter) 2024</b>	<b>\$ 80,443.20</b>

22ITB136993C-GS  
 Medical and Clinical General Cleaning Services

Section 2  
 Bid Form

### C. General Cleaning (2<sup>nd</sup> Renewal Term 2025)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
College Park Regional Health					
Cleanable Sq. Ft.	35,280	\$ 0.12	\$ 4,233.60	12	\$ 50,803.20
<b>TOTAL COST FOR JANITORIAL SERVICES</b>					<b>\$ 50,803.20</b>
<b>Day Porters</b>					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
College Park Regional Health	8	247	1,976	\$ 15.00	\$ 29,640.00
<b>Total Cost Day Porters</b>	<b>8</b>	<b>247</b>	<b>1,976</b>	<b>\$ 15.00</b>	<b>\$ 29,640.00</b>

### Total Cost for Day Porter (2<sup>nd</sup> Renewal Term 2025)

Total Cost for Cleanable Sq. Ft for College Park Regional HC (General Cleaning)	\$ 50,803.20
Total Cost for Day Porter Services for College Park Regional HC	\$ 29,640.00
<b>Total Annual Cost for College Park Regional HC (General Cleaning &amp; Day Porter) 2025</b>	<b>\$ 80,443.20</b>

**Labor Cost:**

Item No.	Description	Per Hour
1.	Day Porter	\$ 15.00
2.	Custodian	\$ 13.00
3.	Supervisor	\$ 16.50

**TOTAL COST FOR BASE BID AMOUNT for FIVE (5) HEALTH FACILITIES:**

1	Total Annual Cost for <b>Adamsville Health Centers</b> (A- General Cleaning & B- Day Porter) <b>FY2023</b>	\$ 65,928.00
2	Total Annual Cost for <b>Center for Rehabilitation</b> (A- General Cleaning & B- Day Porter) <b>FY2023</b>	\$ 83,064.00
3	Total Annual Cost for <b>Fulton County Public Health at 10 Park PL</b> (A- General Cleaning & B- Day Porter) <b>FY2023</b>	\$ 137,185.20
4	Total Annual Cost for <b>Oakhill Child, Adolescent &amp; FC</b> (A- General Cleaning & B- Day Porter) <b>FY2023</b>	\$ 73,669.44
5	Total Annual Cost for <b>College Park Regional HC</b> (A- General Cleaning & B- Day Porter) <b>FY2023</b>	\$ 80,443.20
6	<b>TOTAL BASE AMOUNT for 1 through 5</b>	\$ 440,289.84

**Note:** Enter the Total Amount from Line 6 for the Total Base Amount on page 1 of 15.

\*16. What reputable research source did you use to calculate the average cost per square foot for standard cleaning services BOMA

22ITB136993C-GS  
Medical and Clinical General Cleaning Services

Section 2  
Bid Form

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

\_\_\_\_\_ N/A \_\_\_\_\_ Dollars

(\$   N/A   ) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

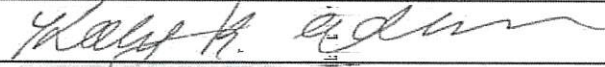
ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**BIDDER:** Intercontinental Commercial Services, Inc. (ICS, Inc.)

Signed by:   
[Type or Print Name] \_\_\_\_\_

Title: Vice President of Sales

Business Address: 912 Hurricane Shoals Road NE  
Lawrenceville, GA 30043

Business Phone: 678-530-0401

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

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

Name	Address
Kelly B. Adamson	912 Hurricane Shoals Rd., NE, Lawrenceville, GA 30043
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

# **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] Intercontinental Commercial Services, Inc. (ICS, 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.

206424

EEV/Basic Pilot Program\* User Identification Number

Kelly B. Adamson

BY: Authorized Officer of Agent

(Insert Contractor Name)

Vice President of Sales

Title of Authorized Officer or Agent of Contractor

Kelly B. Adamson

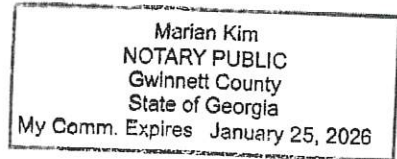
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 16 day of FEBRUARY, 2023

Notary Public: [Signature]

County: Gwinnett

Commission Expires: 01/25/2026



<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].

STATE OF GEORGIA

COUNTY OF FULTON

N/A

**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]** \_\_\_\_\_ 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.

EEV/Basic Pilot Program\* User Identification Number \_\_\_\_\_

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent:

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

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

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

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

<sup>3</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>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].

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_ **N/A**  
Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: \_\_\_\_\_ **N/A**  
General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

**N/A**

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_



Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

	<b>Gwinnett County Licensing and Revenue</b> 446 W. Crogan Street Lawrenceville, GA 30046		<b>2022</b> NOT TRANSFERABLE
	DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW		
Date Issued:	January 26, 2022	Certificate Number:	2022141582
Expires:	March 31, 2023	Fee:	\$1,329.50
Business Name:	INTERCONTINENTAL COMMERCIAL SERVICES INC		
Description:	Janitorial Services		
MAIL TO: INTERCONTINENTAL COMMERCIAL SERVICES INC C/O TONY KIM 912 HURRICANE SHOALS RD NE LAWRENCEVILLE GA 30043-4822	Business Location 912 HURRICANE SHOALS RD LAWRENCEVILLE GA 30043		
Only valid at this location and when location conforms to Gwinnett County Ordinance			

	<b>Gwinnett County Licensing and Revenue</b> 446 W. Crogan Street - Suite 125 Lawrenceville, GA 30046		<b>2021</b> NOT TRANSFERABLE
	DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW		
Date Issued:	February 16, 2021	Certificate Number:	2021141582
Expires:	March 31, 2022	Fee:	\$1,102.95
Business Name:	INTERCONTINENTAL COMMERCIAL SERVICES INC		
Description:	Janitorial Services		
MAIL TO: INTERCONTINENTAL COMMERCIAL SERVICES INC C/O TONY KIM 912 HURRICANE SHOALS RD NE LAWRENCEVILLE GA 30043-4822	Business Location 912 HURRICANE SHOALS RD LAWRENCEVILLE GA 30043		
Only valid at this location and when location conforms to Gwinnett County Ordinance			



## Gwinnett County Licensing and Revenue

446 W. Crogan Street - Suite 125  
Lawrenceville, GA 30046

**2020**  
NOT  
TRANSFERABLE

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	February 20, 2020	Certificate Number:	2020141582
Expires:	March 31, 2021	Fee:	\$442.55
Business Name:	INTERCONTINENTAL COMMERCIAL SERVICES INC		
Description:	Janitorial Services		

MAIL TO:  
INTERCONTINENTAL COMMERCIAL SERVICES INC  
C/O TONY KIM  
912 HURRICANE SHOALS RD  
LAWRENCEVILLE GA 30043

Business Location  
912 HURRICANE SHOALS RD  
LAWRENCEVILLE GA 30043

Only valid at this location and when location conforms to Gwinnett County Ordinance



## Gwinnett County Licensing and Revenue

446 W. Crogan Street - Suite 125  
Lawrenceville, GA 30046

**2019**  
NOT  
TRANSFERABLE

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	March 15, 2019	Certificate Number:	2019141582
Expires:	March 31, 2020	Fee:	\$419.95
Business Name:	INTERCONTINENTAL COMMERCIAL SERVICE		
Description:	Janitorial Services		

MAIL TO:  
INTERCONTINENTAL COMMERCIAL SERVICE  
C/O TONY KIM  
1110 SATELLITE BLVD NW STE 403  
SUWANEE GA 30024-4688

Business Location  
1110 SATELLITE BLVD NW  
ATTN: TONY KIM SUITE 403  
SUWANEE GA 30024-4686

Only valid at this location and when location conforms to Gwinnett County Ordinance



## Gwinnett County Licensing and Revenue

446 W. Crogan Street - Suite 125  
Lawrenceville, GA 30046

# 2018

NOT  
TRANSFERABLE

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: **March 12, 2018** Certificate Number: **2018141582**  
Expires: **March 31, 2019** Fee: **\$373.13**  
Business Name: **INTERCONTINENTAL COMMERCIAL SERVICE**  
Description: **Janitorial Services**

MAIL TO:  
INTERCONTINENTAL COMMERCIAL SERVICE  
C/O TONY KIM  
1110 SATELLITE BLVD NW STE 403  
SUWANEE GA 30024-4688

Business Location  
1110 SATELLITE BLVD NW  
ATTN: TONY KIM SUITE 403  
SUWANEE GA 30024-4686

Only valid at this location and when location conforms to Gwinnett County Ordinance



## Gwinnett County Licensing and Revenue

446 W. Crogan Street - Suite 125  
Lawrenceville, GA 30046

# 2017

NOT  
TRANSFERABLE

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: **April 10, 2017** Certificate Number: **2017141582**  
Expires: **March 31, 2018** Fee: **\$314.00**  
Business Name: **INTERCONTINENTAL COMMERCIAL SERVICE**  
Description: **Janitorial Services**

MAIL TO:  
INTERCONTINENTAL COMMERCIAL SERVICE  
C/O TONY KIM  
1110 SATELLITE BLVD NW STE 403  
SUWANEE GA 30024-4688

Business Location  
1110 SATELLITE BLVD NW  
ATTN: TONY KIM SUITE 403  
SUWANEE GA 30024-4686

Only valid at this location and when location conforms to Gwinnett County Ordinance



## Gwinnett County Licensing and Revenue

446 W. Crogan Street - Suite 125  
Lawrenceville, GA 30046

# 2016

Not Transferable

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: **March 4, 2016** Certificate Number: **2016004986**  
Expires: **March 31, 2017** Fee Paid: **\$ 306.50**  
Business Name: **INTERCONTINENTAL COMMERCIAL SERVICE**  
Description: **GENERAL CONTRACTOR**

MAIL TO:  
TONY KIM  
1110 SATELLITE BLVD NW  
SUITE 403  
SUWANEE GA 30024-4686

Business Location  
1110 SATELLITE BLVD NW  
ATTN: TONY KIM SUITE 403  
SUWANEE, GA 30024-4686



	<b>Gwinnett County Licensing and Revenue</b> <span style="float: right;"><b>2015</b></span> 446 W. Crogan Street - Suite 125 Lawrenceville, GA 30046 <span style="float: right;">Not Transferable</span>	
	DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW  Date Issued: <b>February 2, 2015</b> Certificate Number: <b>2015001170</b> Expires: <b>March 31, 2016</b> Fee Paid: <b>\$ 262.00</b>  Business Name: <b>INTERCONTINENTAL COMMERCIAL SERVICE</b> Description: <b>GENERAL CONTRACTOR</b>	
MAIL TO: TONY KIM 1110 SATELLITE BLVD NW SUITE 403 SUWANEE, GA 30024-4686	Business Location 1110 SATELLITE BLVD NW ATTN: TONY KIM SUITE 403 SUWANEE, GA 30024-4686	

Only valid at this location and when location conforms to Gwinnett County Ordinance

	<b>Gwinnett County Licensing and Revenue</b> <span style="float: right;"><b>2014</b></span> 446 W. Crogan Street - Suite 125 Lawrenceville, GA 30046 <span style="float: right;">Not Transferable</span>	
	DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW  Date Issued: <b>January 30, 2014</b> Certificate Number: <b>2014000866</b> Expires: <b>March 31, 2015</b> Fee Paid: <b>\$ 252.25</b>  Business Name: <b>INTERCONTINENTAL COMMERCIAL SERVICE</b> Description: <b>GENERAL CONTRACTOR</b>	
MAIL TO: TONY KIM 1110 SATELLITE BLVD NW SUITE 403 SUWANEE, GA 30024-4686	Business Location 1110 SATELLITE BLVD NW SUWANEE, GA 30024-4686	

	<b>Gwinnett County Licensing and Revenue</b> <span style="float: right;"><b>2013</b></span> 446 W. Crogan Street - Suite 125 Lawrenceville, GA 30046 <span style="float: right;">Not Transferable</span>	
	DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW  Date Issued: <b>February 18, 2013</b> Certificate Number: <b>2013003301</b> Expires: <b>March 31, 2014</b> Fee Paid: <b>\$ 255.50</b>  Business Name: <b>INTERCONTINENTAL COMMERCIAL SERVICE</b> Description: <b>GENERAL CONTRACTOR</b>	
MAIL TO: TONY KIM 1110 SATELLITE BLVD NW SUITE 403 SUWANEE, GA 30024-4686	Business Location 1110 SATELLITE BLVD NW SUWANEE, GA 30024-4686	

Only valid at this location and when location conforms to Gwinnett County Ordinance

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

Intercontinental Commercial Services, Inc. (ICS, Inc.)  
Kelly B. Adamson  
912 Hurricane Shoals Road NE, Lawrenceville, GA 30043

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.

*Please see company history  
in attached proposal.*

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

None.

**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]

23ITB136993C-GS  
Medical and Clinical General Cleaning Services

Section 6  
Purchasing Forms & Instructions

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

On this 16th day of February, 2023

Intercontinental Commercial Services, Inc. 2/16/2023  
(Legal Name of Proponent) (Date)

Kelly H. Adams 2/16/2023  
(Signature of Authorized Representative) (Date)

Vice President  
(Title)

Sworn to and subscribed before me,

This 16th day of FEBRUARY, 2023

[Signature]  
(Notary Public)

Marian Kim  
NOTARY PUBLIC  
Gwinnett County  
(Seal) State of Georgia  
My Comm. Expires January 25, 2026.

Commission Expires 01/25/2026  
(Date)



## Intercontinental Commercial Services, Inc.

### *Complete Facility Services*

912 Hurricane Shoals Road, NE, Lawrenceville, GA 30043  
Office (678)530-0401 Fax (678)530-0402

## Company Profile

**Intercontinental Commercial Services, Inc. (ICS)** was founded in 1984 and has built a reputation for offering our clients top quality services at the best prices for over 30 years. In the first five years of operation, **ICS** experienced tremendous success and rapid growth due to their unwavering dedication to providing consistent quality services. Continuing to build upon our initial successes, today **ICS** is one of the most innovative contracting service companies that offer commercial janitorial services in the industry.

**ICS** currently serves over 95 accounts throughout the southeastern United States ranging from municipalities including The City of Smyrna, The City of Marietta, and Cobb County, Georgia, luxury hotels such as the historic Roosevelt Hotel in New Orleans, educational institutions such as Atlanta Technical College, and large government buildings operated by the Georgia Building Authority. **ICS** also provides full-service painting and pressure washing services and has been contracted annually by prestigious institutions such as Georgia Institute of Technology to conduct large projects including painting of the GT dorms and pressure washing of dozens of GT's parking garages.

**ICS'** commitment to our customers and to our employees is what has allowed our company to flourish. We believe that the two are intertwined and inseparable in building a successful and consistent business. Offering competitive wages, benefits, and career advancement opportunities to our staff allows us to retain top tier talent. Retaining top tier talent allows us to give the best, most consistent, professional services to our clients. **ICS** understands and is appreciative of the fact that our success is due to the hard work and talent that our staff provides, and we do everything we can to support them in achieving their goals.

**ICS** prioritizes professionalism, ethics, and building a sense of community. We have developed a training program which ensures that each and every staff member will conduct themselves in the utmost professional manner and facilitate communication between all branches of operations. We take pride in the fact that **ICS** has maintained strong relationships with many of our customers for long periods of time, and we believe this is evidence of our customers' satisfaction in receiving quality services at competitive prices. We attribute our success to our employees' hard work and dedication, along with our supervisory staff's ability to recruit, train, and maintain specialized labor forces.



## Intercontinental Commercial Services, Inc.

### *Complete Facility Services*

912 Hurricane Shoals Road, NE, Lawrenceville, GA 30043  
Office (678)530-0401 Fax (678)530-0402

## Project Management

**Intercontinental Commercial Services, Inc. (ICS)** operating, and management staff will work closely with the **Fulton County** Facilities Manager to outline your requirements in detail. Supervisory support staff will be available in the building during the weekend as well on Monday morning to render additional assistance to the hourly work force.

Prior to the commencement of the initial cleaning, we will review all aspects of the job with the **Fulton County** Facilities Manager, to avoid problems when the work is performed.

**ICS** will conduct a joint inspection with the **Fulton County** Facilities Manager to review those areas that require special attention. We will also note if any furniture or fixtures have been damaged. Our management team will work with the **Fulton County** Facilities Manager to prepare a schedule for the ideal time when cleaning should begin in each of the areas.

One of our Site Supervisors will arrive at the facilities prior to the commencement of the daily work to review any possible last-minute change that may have occurred to the schedule. All cleaned areas will be thoroughly inspected immediately upon completion by our Site Supervisor to ensure quality control. **ICS** will make every effort to comply with your requests for additional services in an expeditious manner.

## Operation Plan

**ICS** will assign an experienced manager who, with assistance from our staff support supervisors, will be responsible for sectioning the building. He will also coordinate the training and orientation of the on-site staff that will be instructed in **ICS's** methods of operation.

Your building will be divided into work sections based on work-time standards to accommodate the daily workload and to develop a schedule for periodic or project work. Only trained members of the work force will be assigned to each section of the building.





# Intercontinental Commercial Services, Inc.

*Complete Facility Services*

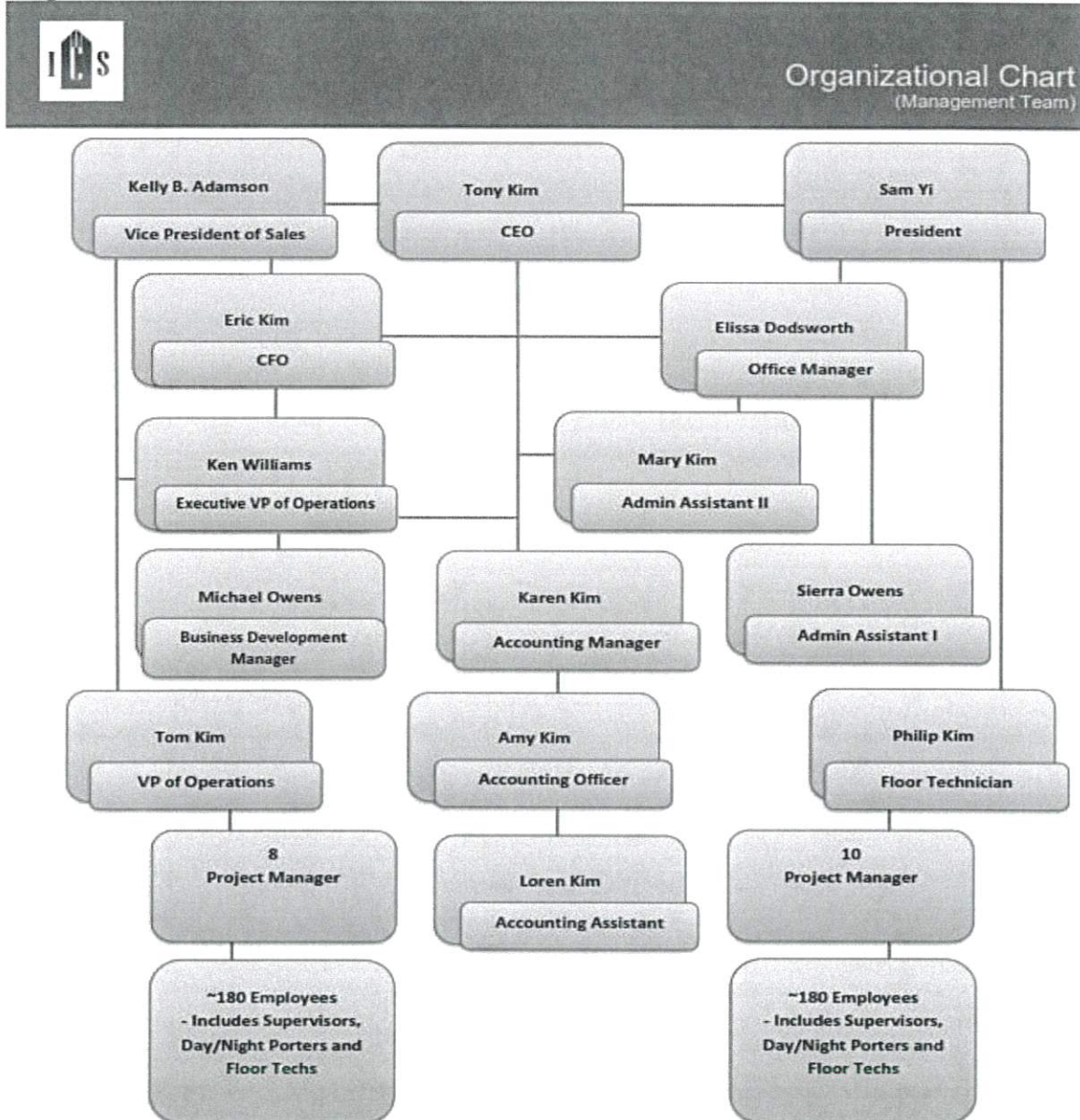
912 Hurricane Shoals Road, NE, Lawrenceville, GA 30043

Office (678)530-0401 Fax (678)530-0402

## Management Structure

**ICS**, incorporated in 2005, is owned and led by current CAO and founder Tony Kim. All Senior Executives of **ICS** are former leaders of companies that specialized in property management, hospitality services, and/or janitorial services, the vast majority of whom have 20+ years of experience in the industry.

### Organizational Chart:





**ICS's** personnel are indicative of the capability to deliver quality service to customers.

### Project Staffing:

#### **Tony Kim – Chief Administrative Officer**

Mr. Kim is the CAO and founder of **ICS**. He has over 20 years of experience in the industry. He has proven ability of performing as a primary contractor and sub-contractor by the number of satisfied clients. Tony graduated from Georgia State University in Business and is certified in Stone, Granite, and Marble Floor Restoration. His previous and current janitorial services contract include: City of Smyrna, Cobb County, Georgia Building Authority (GBA), Clayton County Water Authority, etc. All of the mentioned are still on-going since 2001. The square footage ranges from 50,000 Ft.<sup>2</sup> to over 1.3 Million Ft.<sup>2</sup>. Tony started as an CEO at International Contracting Services in 1992 to 2004 and decided to start new with Intercontinental Commercial Services, Inc. in 2005 and has experienced tremendous growth since then. Tony is responsible for making all final approvals and to ensure that the facilities are well maintained consistent with the mission, vision, and values of the organization.

#### **Kelly B. Adamson – Vice President of Sales**

Mr. Kelly Adamson brings extensive training in sales management and the janitorial industry to **ICS**. After graduating from DeKalb South Community College in 1977, Mr. Adamson attended Mercer University in Atlanta, GA, with more than 25 years of experience in the janitorial industry. Mr. Adamson has provided outstanding customer service and public relations work to some of Atlanta's most well-known properties. He started his own Company from 1989 to 2008 and joined **ICS** shortly after in 2009. Mr. Adamson is well-versed in sales, selling and maintaining over 10 million square feet in the Atlanta area. He also provides immediate and constant attention to all accounts. Mr. Adamson now oversees the sales department of **ICS, Inc.** and manages the Project Managers. His marketing skills and attention to detail are unparalleled in the market. Some of the contracts he is currently overseeing are: Athens Technical College, Atlanta Technical College, Grand Hyatt Atlanta Hotel, Four Seasons Atlanta Hotel.

#### **Ken Williams – Executive VP of Operations**

Mr. Williams will lead the transition and will oversee that all contract requirements will be followed and performed to contract standards. He graduated from Lamar University with a degree in Business Administration, minor in Criminal Justice. Ken is also certified in CIMS and has extensive training in all fields of facilities management. He started with our company, **ICS** last year in 2016, and already showing great leadership. Previously, Ken has worked in many roles for Diversified Maintenance and the most recent position being the Assistant Division Manager (Aug 2015~Nov. 2016), Senior Area Manager/Operations Manager (2002~2015), and Project Manager (1997-2002). Due to his vast experience and knowledge in building maintenance, he has already proven to be an extremely valuable asset. He has supervised and managed over 200 employees, and always in communication with employees and clients.

Previous and current contracts include: Georgia Building Authority (GBA), Federal Aviation Administration (FAA), government facilities in DeKalb County, government facilities in Fulton County, City of Milton, and the Georgia Department of Transportation which are all comparable in size to the facilities in the proposal.



## Intercontinental Commercial Services, Inc.

### *Complete Facility Services*

912 Hurricane Shoals Road, NE, Lawrenceville, GA 30043  
Office (678)530-0401 Fax (678)530-0402

## References: Experience with Similar Projects

**ICS** has been providing janitorial services for over 25 years to facilities that are comparable to the **Fulton County**. A large majority of our contracts are still on-going, and we believe this is due to the excellent service and competitive prices we offer. The services that we have provided have helped our clients represent their facilities in excellent conditions and due to our outstanding management, staffing plans and dedication to customer satisfaction we are able to continue doing business with our clients while maintaining an excellent business relationship.

For example:

**ICS** is currently servicing Cobb County Property Management; we have been contracted from 2009 to currently on-going which includes the service of 15 public libraries: Acworth, East Marietta, Gritters, Kemp Memorial, Kennesaw, Lewis Ray, East Cobb, Mountain View, Powder Springs, Sibley, South Cobb Regional, Stratton, Sweetwater, Vinings, and West Cobb Regional Libraries. **ICS** has also been awarded the janitorial contract for 6 Cobb County Police Precincts as well as a training center.

Cobb & Douglas Public Health has also awarded **ICS** 9 individual health centers for the janitorial contract which include: Acworth Public Health, Marietta Public Health, Douglasville Public Health, Douglasville Healthy Behaviors, East Cobb Public Health, Cobb Environmental Health, Smyrna Public Health, South Cobb Public Health & Cobb and Douglas Public Health WIC Building.

**ICS** has been awarded many janitorial contracts from DFCS.

**ICS** is providing custodial services for the Georgia Building Authority. This contract consists of both day porter services and night cleaning services. **ICS** received new contracts with the Clayton County Water Authority, City of Milton, City of Covington, Glynn County, GDOT – Rest Areas for Janitorial Services. **ICS** is also providing custodial services for the Westin Hotel and Sheraton Hotel located in Birmingham, AL and provided janitorial services for the Augusta Regional Airport.

To list few of the many large contracts to give an example are; Daniel Corporation which is about 765,000 square feet, Twin Tower & Agriculture Buildings which is over 1,000,000 square feet, Carter USA & Management which is over 365,000 square feet, Home Depot Corporate Office which over 2,000,000 square feet and Shorestein Realty & Management which is over 500,000 square feet.

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

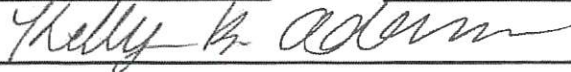
"Know all persons by these presents, that I/We (Kelly B. Adamson),  
Name

Vice President of Sales Intercontinental Commercial Services, Inc. (ICS, Inc.)  
Title Company Name

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

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

NAME: Kelly B. Adamson TITLE: Vice President of Sales

SIGNATURE: 

ADDRESS: 912 Hurricane Shoals Road NE, Lawrenceville, GA 30043

PHONE NUMBER: 678-530-0401 EMAIL: ics.emails@gmail.com

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

Prime Bidder/Proposer Company Name Intercontinental Commercial Services, Inc. (ICS, Inc.)

ITB/RFP Name & Number: 23ITB136993C-GS

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT , is  a minority or female owned and controlled business enterprise.  African American (AABE);  Asian American (ABE);  Hispanic American (HBE);  Native American (NABE);  White Female American (WFBE);  Small Business (SBE);  Service Disable Veteran (SDVBE)  Disadvantage Business (DBE) \*\*If yes, Prime must submit a copy of recent certification.

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:  
 \$ \_\_\_\_\_ Or \_\_\_\_\_ 100 %

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

JV Partner(s) information:

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

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

Total Dollar Value of Certified Subcontractors: (\$) None

Total Percentage of Certified Subcontractors: (%) None

23ITB136993C-GS  
Medical and Clinical General Cleaning Services

Section 7  
Contract Compliance Requirements

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

Signature: *Kelly B. Adams* Title: Vice President of Sales

Business or Corporate Name: Intercontinental Commercial Services, Inc. (ICS, Inc.)

Address: 912 Hurricane Shoals Road NE, Lawrenceville, GA 30043

Telephone: ( 678 ) 530-0401

Fax Number: ( ) \_\_\_\_\_

Email Address: ics.emails@gmail.com

**UTILIZATION REPORT – Post Award**

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

Prime Bidder/Proposer Company Name Intercontinental Commercial Services, Inc. (ICS, Inc.)

ITB/RFP Name & Number: 23ITB136993C-GS

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT , is  a minority or female owned and controlled business enterprise.  African American (AABE);  Asian American (ABE);  Hispanic American (HBE);  Native American (NABE);  White Female American (WFBE);  Small Business (SBE);  Service Disable Veteran (SDVBE)  Disadvantage Business (DBE) \*\*If yes, Prime must submit a copy of recent certification.

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:  
 \$ \_\_\_\_\_ Or 100 %

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

JV Partner(s) information:

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

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

Total Dollar Value of Certified Subcontractors: (\$) None

Total Percentage of Certified Subcontractors: (%) None

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

Signature: *Kelly B. Adams* Title: Vice President of Sales

Business or Corporate Name: Intercontinental Commercial Services, Inc. (ICS, Inc.)

Address: 912 Hurricane Shoals Road NE, Lawrenceville, GA 30043

Telephone: ( 678 ) 530-0401

Fax Number: (      )     

Email Address: ics.emails@gmail.com

**UTILIZATION REPORT – Post Award**

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.





**EXHIBIT C FORM  
SUBCONTRACTOR CONTACT FORM**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
ICS, Inc.	912 Hurricane Shoals Rd NE, Lawrenceville, GA 30043	Ken Williams	ics.emails@gmail.com	678-530-0401	Custodial	GMDSC	100%

Company Name: ICS, Inc.      Project # & Title: 23ITB136993C-GS, Medical and Clinical General Cleaning Services

Printed Signature: *Kary Adams*      Date: 2/20/2023

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS****Medical and Clinical General Cleaning Services**

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services 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.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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

23ITB136993C-GS

Medical and Clinical General Cleaning Services

Section 5

Insurance and Risk Management Provisions

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

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

## 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
--------------------------------------------	-----------------	-------------

(Including operation of non-owned, owned, and hired automobiles).

4. <b>UMBRELLA LIABILITY</b> (In excess of above noted coverages)	Each Occurrence	\$1,000,000
----------------------------------------------------------------------	-----------------	-------------

5. <b>PROFESSIONAL E &amp; O LIABILITY</b>	Per Occurrence	\$2,000,000
--------------------------------------------	----------------	-------------

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

6. <b>CONTRACTORS POLLUTION LIABILITY</b>	Each Occurrence	\$1,000,000
-------------------------------------------	-----------------	-------------

May be required applicable to work being performed.  
General Liability Policy for sudden and accidental

\*Or by endorsement to

### Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This 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 and Professional Liability), 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 **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

**Important:**

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

**USE OF PREMISES**

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom

Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

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

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

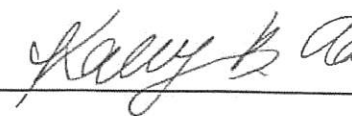
**PROTECTION OF PROPERTY**

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

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

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

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

Intercontinental Commercial Services, Inc.  
COMPANY: (ICS, Inc.) SIGNATURE:   
NAME: Kelly B. Adamson TITLE: Vice President DATE: 2/17/2023

# **EXHIBIT H**

## **PAYMENT & PERFORMANCE BONDS**

**No Bonds were required for this Project**







**23-0309 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB136993C-GS, Medical and Clinical General Cleaning Services in an amount of not to exceed \$330,218.00 with Intercontinental Commercial Services, Inc. (ICS, Inc.) (Lawrenceville, GA), to provide the highest quality medical and clinical general cleaning services for selected Fulton County Health facilities to be provided upon execution of contract through December 31, 2023 with two renewal options.

**23-0310 Real Estate and Asset Management**

Request approval of recommended proposals - Department of Real Estate and Asset Management, 22RFP135756C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B) in a total amount not to exceed \$1,476,729.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in an amount not to exceed \$570,430.00; and (B) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$906,299.00, to provide the highest quality janitorial services for the Government Center Complex and Justice Center Facilities. Effective May 1, 2023 through December 31, 2023, with two renewal options.

**23-0311 Real Estate and Asset Management**

Request approval of a recommended proposal - Department of Real Estate and Asset Management, RFP#22RFP136202K-DB, Real Estate Development Consultant Services, in an amount not to exceed \$150,000.00 with BAE Urban Economics, Inc. (Roswell, GA), to provide real estate development, planning and consultant services including evaluation, procurement, and technical advisory services for the County as needed. Effective upon execution of Contract for a three year period with one, one year renewal option.

**Arts and Libraries****23-0312 Library**

Request approval for usage of Beltline TAD Funds - Fulton County Library System, TAD Funding in an amount not to exceed One Million Five Hundred Fifty Thousand dollars (\$1,550,000.00) to replace and refresh end of life and end of support network equipment at twenty-one (21) library locations as recommended by the Fulton County Library System Board of Trustees. This request is effective upon BOC approval.