



CONTRACT DOCUMENTS FOR

22RFP135756C-GS

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

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

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CONTRACT AGREEMENT

Consultant: ABM Industry Groups, LLC.

Contract No.: 22RFP135756C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

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

Telephone: (404) 323-1019

Email: george.e.garica@abm.com

Contact: George Garica
Branch Manager

This Agreement made and entered into effective the 1st day of May 2023, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **ABM INDUSTRIES GROUPS, INC.**, hereinafter referred to as "**Consultant**", 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 Consultant to perform Fulton County, Georgia Complex (Group A). This project will require the Consultant to provide the high-quality janitorial services as outlined in the solicitation document, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant 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 Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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 Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant'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 23-0310.

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 Consultant agree the Project is to perform Fulton County, Georgia all materials, labor, tools, equipment, and appurtenances necessary to perform janitorial services for the County's Government Center Complex (Group B). This project will require the consultant to provide the highest quality janitorial services for the Justice Center facilities (Group A).

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant 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 Consultant 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. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

Consultant 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 Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of May 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st 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") 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 10. COMPENSATION

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

The total contract amount for the Project shall not exceed \$570,430.00, (Five Hundred Seventy Thousand Four Hundred Thirty Dollars and No Cents), Which Is Full Payment For a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, 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 Consultant 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 Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

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

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant 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 Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant'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 Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant 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 Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant'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 Consultant to complete the project.

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

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant 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 Consultant 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 Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant 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 Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant 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 Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant 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 Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

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

ARTICLE 21. REVIEW OF WORK

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

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant 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 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.

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

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant 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 Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant'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 Consultant (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, Consultant 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, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

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

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant'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 Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant 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 Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

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

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

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

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

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

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

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant 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 Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to

deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant 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. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

Consultant 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 Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than

once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant 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. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. 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 Consultant'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 Consultant. Consultant 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a

change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, S.W., Suite G119
Atlanta, Georgia 30303
Telephone (404) 612-5933
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

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

Notices to Consultant shall be addressed as follows:

ABM Industries
4151 Ashford Dunwoody Rd NE Suite 600
Atlanta, GA 30319
Telephone: (404) 309-6385
Email: george.e.garcia@abnm.com
Attention: George Garcia

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant 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 Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

ARTICLE 40. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303

Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

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

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants 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 Consultant; Release. The acceptance by the Consultant 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 Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant 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 Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall

terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSULTANT:

ABM INDUSTRY GROUPS, LLC

DocuSigned by:
George Garcia
22359EEF501B40C...
George Garcia
Branch Manager

ATTEST:

DocuSigned by:
Tonya R. Grier
FEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:


ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:
Patrick O'Connor
61F8837846AF49C...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Joseph N. Davis
E45C5C5F17FB417...
Joseph N. Davis, Director
Department of Real Estate & Asset
Management


ATTEST:

DocuSigned by:
Maretta D Whibbey
F983DE48B7E4406...
Notary Public Maretta D whibbey

Clayton
County: _____

Commission Expires: 5.10.2025

(Affix Notary Seal) DocuSigned by:



ITEM#: 2023-0310 RM: 5/3/2023
REGULAR MEETING



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	ABM Industry Groups, LLC	Control Number:	17014782
Business Type:	Foreign Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	14141 Southwest Freeway, Suite 477, Sugar Land, TX, 77478-4630, USA	Date of Formation / Registration Date:	1/10/2017
Jurisdiction:	Delaware	Last Annual Registration Year:	2023
Principal Record Address:	14141 Southwest Freeway, Suite 477, Sugar Land, TX, 77478, USA		

REGISTERED AGENT INFORMATION

Registered Agent Name: **C T Corporation System**
 Physical Address: **289 S Culver St, Lawrenceville, GA, 30046-4805, USA**
 County: **Gwinnett**

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[Return to Business Search](#)

ADDENDA



Line 7. Acknowledgment of Addendums

Addendum No. 1



Project Title & Number: 22RFP135756C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

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

- Questions and Answers (see attached)

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time **Tuesday, October 20, 2022 by 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, 20th day of October, 2022.

ABM Industrial Services LLC
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Senior Branch Manager
Title

Addendum No. 2



Project Title & Number: 22RFP135756C-GS, Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

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

- **Questions and Answers (see attached)**
For Clarification:
 All proposals will be received by the Department of Purchasing & Contract Compliance electronically through BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty> on or before **Thursday, October 20, 2022 at 11:00 A.M.**, legal prevailing time.

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time **Thursday, October 20, 2022 by 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, 20th day of October, 2022.

ABM Industry Bids LLC
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Senior Branch Manager.
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall provide all janitorial services, includes but is not limited to, all labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities. The County shall accept original bid responses that are specifically tailored to solve the County's janitorial problems for each group, which represents the largest square footage of all County facilities.

Project Location

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

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

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

Project Scope

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

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

A. Background Checks Required

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

B. Day Porters

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

3.4 PROJECT DELIVERABLES

Consultants must be fully operational and ready to assume responsibilities for this contract and begin cleaning facilities on **May 3, 2023**, after notification of approval of award by the Fulton County Board of Commissioners and attendance at a Post Award Conference, where the Notice to Proceed (NTP) will be issued. Employees assigned to clean the County's facilities may not begin work prior to the approval of the GCIC and/or NCIC and receipt of a Fulton County issued Temporary ID Card. **All background checks for proposed employees shall be completed by December 15, 2022.** Failure to adhere to these timelines shall be grounds for termination of this contract.

A. Proposal Requirements:

Consultants shall provide a detail approach on their ability to organize and manage janitorial projects based upon the large square footage required by this proposal. Consultant shall provide the following requirements for this RFP.

Please note that if something is not addressed Consultants may note it in their response as to how Consultant shall approach the project.

Consultants shall provide the following:

1. **Management Plan** – Proposer shall describe a specific management plan for assuming responsibility for managing and operating the janitorial operations for the County for the Group that Proposer’s proposal is submitted for.
2. **Implementation Plan** – Proposer shall submit a detailed implementation plan on how they will proceed with the services required under this RFP. Response shall include dates for beginning and completion of staffing; ordering of supplies, equipment, and uniforms for staff; schedule of work task and frequency and all other areas that will demonstrate Proposer’s grasp of the project.
3. **Staffing Plan, Qualifications and Resumes** - Consultant shall provide details on the qualifications for their proposed personnel, including Administrative, Project Manager and Supervisory personnel. Response shall include resumes (not to exceed two (2) pages) for key personnel, any training proposed key personnel has had with building fire alarm and security systems procedures and number of years key personnel has had in the position being proposed for this project. If personnel are not currently in Consultant’s employ, Consultant shall submit a job description with the qualifications they will seek to fill each contracted position. Consultant shall provide a list of personnel cleared to work in secured and non-secured areas by **December 15, 2022**. (See Section 3.4, A. Background Checks). The County shall require interviews with site management personnel prior to the implementation of this contract. **The County shall have the final approval on all proposed employees of Proposer.**
4. **Organizational Chart** – Consultant shall provide an organizational chart that shows Proposer’s support management for this contract beginning with the Chief Operating Officer, Management, Supervisors, and hourly workers assigned to this project. The chart shall clearly delineate the parties’ responsibility and how they shall communicate with the County’s Administrator for this project.
5. **Management and Hourly Worker Training Plan** – Consultant shall describe the management, supervisory and hourly training and development programs that will be implemented for this project. Response shall include a copy of the Training Plan, which shall include the number of hours each employee shall complete and how the training will meet the expectations of the County.
6. **Proposer’s Office** – Consultant shall provide proof (lease

agreement or proof of ownership) that they have established, or will establish, an office within a twenty-five (25) mile radius of the project locations.

7. **References** – Consultant shall submit three (3) references from companies that are comparable in size and scope to the County. The references shall be within a twenty-five (25) mile radius of the County and shall include the company’s name; address; point of contact; phone and e-mail address of the point of contact. References shall be within the past five (5) years. Public sector facilities preferred.
8. **Quality Control (QC) Plan** - Consultant shall submit a comprehensive quality control plan that shall assure that all facilities are always maintained at the level of cleanliness defined in this RFP. The plan may be evaluated for effectiveness by a Fulton County Building Services Manager, Supervisor, or Inspector prior to start date of contract and may be re-evaluated and revised at any time during the life of the contract. At a minimum, the Quality Control Plan shall include the following information:
 - a. identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Building Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.
 - b. method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
 - c. a suitable method for inspecting and recording infrequently performed services.
 - d. show the action(s) necessary to prevent unsatisfactory service(s) from recurring; and
 - e. a suitable way to inform Fulton County’s representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly, dispensers not operating properly, etc.).

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

9. **Proposed Equipment List** – Consultant shall submit a list of equipment proposed for use on this project. Response shall include the manufacturer, model number, quantity, and age of equipment.
10. **Key Control and Security Plan** – Consultant shall detail the following:
 - a. Handling and control of keys, access cards and electronic security codes issued/made known to Consultant under this

contract. Electronic codes are confidential and may not be shared among employees, relatives, or friends; and

- b. Identify who shall have the responsibility for all keys and access cards. Consultant's plan to obtain keys and access cards from personnel who are terminated. Consultant shall be responsible for all keys and access cards issued to them. Consultant shall replace all lost and broken keys and access at Consultant's expense. In the event the loss of keys and access cards requires lock replacement, the cost of replacing locks of the same or higher security requirements shall be Consultant's responsibility.

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

Consultant's employees must sign in and out of facilities with security guards are in place and, if requested by security, submit to a bag(s) inspection.

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

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

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

Consultant shall be notified in writing of the intent by the County to invoke a penalty.

Consultant has three (3) business days to respond, in writing, to the notification and provide an explanation of what has been

accomplished to preclude the problem from recurring. Failure to respond to the written notification may be grounds for termination of the contract. The written response shall include verification and documentation of Consultant's adherence to the QC Plan and will be subject to evaluation and modification by DREAM to meet the County's needs.

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

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

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

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

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

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

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

most expeditious means available and back charge Consultant for the actual costs incurred.

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

If a Day Porter fails to show for all or part of a scheduled assignment, a deduction shall be made at the hourly rate. If a County Employee/County Representative is utilized in their absence, then a deduction of their pay rate shall be made for appropriate back charges.

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

The safety and welfare of our citizens and the security of all facilities is a top priority throughout Fulton County. Therefore, it is essential that all contracted personnel receive a GCIC and/or NCIC be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. If a contracted employee, who has been issued a Fulton County ID, is found to not have the ID in their possession while working at a County facility or bring relatives/unauthorized personnel in any County Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:

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

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

14. **Contingency Plan** – Consultant shall provide a contingency plan for providing services in accordance with contract specifications in the

event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub- Consultants, if applicable, fail to provide service, or other problems arise.

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

15. **Use of Subcontractors** – Consultant(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Consultant by the terms of the Contract Documents, and to assume toward Consultant 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 Consultant that the Contract, by these Documents has against the County. Wherever appropriate, Consultant shall require each subcontractor to enter into similar agreements with their subcontractors. Consultant shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with Consultant, copies of the Contract to which the subcontractor will be bound and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein. In the event that a subcontractor fails to perform as required according to the Contract, Consultant, 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 Consultant working directly for the County.

B. Reporting Requirements:

Consultant shall provide the following reports for this contract:

1. Deficiency Reporting

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

The Building Services Manager/Supervisor will stipulate in the Deficiency Notice the time allowed for the Consultant to correct the deficiency.

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

Failure to submit written responses may result in an adverse Consultant Performance Report.

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

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

2. Incident Reporting

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

standards, and a copy of the OSHA form 400 shall be immediately forwarded to the Contract Administrator.

3. Sample Reports

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

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

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

C. SERVICE REQUIREMENTS

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

1. PERSONNEL:

Employees - Consultant shall always have in its employ enough capable and qualified contract and subcontract employees to enable it to operate, maintain, and account for the facility properly, adequately, safely, and economically. If at any time it is deemed that the Consultant does not have the appropriate amount of employees employed in accordance with established BOMA standards to adequately provide the proper cleaning services to meet contractual specifications, (County has provided , in writing, the expected total of employees and/ or hours required to adequately clean the facilities and meet Fulton County standards), the County, or it's designated representative, can demand that the proper amount of personnel be assigned to each Facility to obtain the proper cleaning required by the Contract. Failure by the Consultant to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, except for the items mentioned above, supervision, compensation, promotion, and discharge of

such employees are the responsibility of the Consultant. County will not intervene in any internal disputes between Consultant and employee or Consultant and Vendor. Proposer's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

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

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

Protection – Consultant 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 Proposer or any subcontractor at any level working under this contract.

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

Additional Requirements:

Consultant, and their proposed on-site supervisory personnel, shall attend a required orientation to be conducted by the County's representative to brief them on the County's functions and tour the respective building facilities awarded by this contract. The same will be required of contract employees once cleared for work. Consultant shall be responsible for all damages caused by Consultant's employees and/or equipment. A full damage report of the facts and extent of damage shall be provided verbally within one (1) hour and, in writing, twenty-four (24) hours of occurrence. Damage caused by others shall be reported to the County's representative and security.

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

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

D. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

The County will furnish the following:

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

B. Furnished by Consultant

Consultant shall furnish the following:

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

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

Mandatory Chemicals

COVID-19 Fighting Products

High phenol coefficient germicidal cleaner

Degreaser/germicidal disinfectant

Sanitizers

Germicides

All Purpose Cleaners

Glass Cleaners

Brass Cleaner

Fabric Cleaners

Deodorizers

Hard Floor Finisher

Marble/Stone Cleaner

Furniture Polish

Graffiti Remover

Gum Remover

Carpet Cleaner

Body Fluid Kit

Pool Surface Cleaner

Hard Floor Cleaner

Hard Floor Stripper

Marble/Stone Enhancer

Consultant 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 Consultant.

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

- 2. All necessary cleaning equipment, including, but not limited to, power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by Consultant. Such equipment shall be of the size and type customarily used for work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within seventy-two (72) hours. Propane driven equipment is banned.
- 3. All equipment needed must perform the job in accordance with industry and OSHA standards. All vacuums shall meet or exceed Carpet and rug Institute (CRI) requirements for efficiency and have a HEPA or high filtration system to maintain indoor air quality. (See

<http://www.carpet-rug.org/>. A list of equipment proposed shall be included with Consultant's response.

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

Supplies installed on County property by Consultant become the property of the County. These supplies and materials shall be of a quality and type customarily utilized by other Consultants engaged in the profession of providing janitorial services. Two (2) weeks prior to the contract start date, Consultant shall submit a list of proposed supplies providing the name of the manufacturer, the brand name, and intended use of each of the materials proposed to be used in the performance of the work.

C. Restroom Cleaning:

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

receptacle shall be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans.

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

D. Floors

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells, and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.
2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned, and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.
3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs, or marks.
5. **Waxing Floors:** Floors shall be free of streaks and skipped areas. Walls, baseboards, and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated, and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards, and other surfaces shall not be streaked or marred and must be free of stains. All floors must

be evenly burnished, and the appearance must be consistent in all areas.

7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extracting. Utilizing a method suitable for the type of carpet or rug, remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive fuzziness from the extract process. All nap should lie in the same direction and discoloration should not be apparent. Dry cleaning methods should be employed whenever appropriate.

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

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

E. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks, or spots from surfaces with a cleaner suitable for

disinfecting. This shall include doors, door frames, window frames, 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. **Slow Dusting:** Dust all surfaces within seventy-two (72) inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. **High Dusting:** Dust all surfaces above seventy-two (72) inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high 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, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots, and grime. Windows shall not appear cloudy.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within forty-eight (48) hours of removal. Dust or vacuum drapes in between washing cycle. Drapes and blinds must be free of dirt, dust, and grime.

F. Waste Removal

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

G. Exterior Cleaning

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

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

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

I. Special Areas

1. **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock and Court House Entryways and steps:** Utilizing a high-pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces. This applies to all County facilities that have a patio, garage and/or loading dock (i.e. Government Center, Justice Center, Juvenile Court, Central Library, etc...). When pressure washing, responsive offeror must take all precautions to protect County/Personal Property from water overspray. If vulnerable items, furniture, or exposed county/personal property can't be moved by County/Personnel or offeror; items, equipment, or vehicles must be covered with a clear plastic covering or suitable material for protection from overspray and water spotting. Cost for protective coverings will be paid by the offeror.
2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish all metal surfaces in accordance with the standard for metal polishing. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping, and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
3. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains, and offensive odors. All janitorial equipment must be

neatly arranged. Closets will not be utilized as a storage area for flammable materials.

4. **Fitness Center Cleaning:** The Fitness Center is considered clean when all areas are clean and free of dust, spots, stains, rust, mold, encrustation, and excess moisture. Fitness Center cleaning includes vacuuming, sweeping, scrubbing and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, wash basins, shower stalls, mirrors, and waste receptacles/recycle bins. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles/recycle bins and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
5. **Holding Cells:** Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold, and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept, and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks, and spots. This includes doors, doorframes, and molded seating areas. Window or glass view areas will be cleaned and present clear, streak-free surfaces. Project/Site Manager will coordinate with Police Department and Contract Administrator to establish cleaning times.
6. **Courtrooms:** In addition to the normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted, any debris removed, and all surfaces of bench and pad properly cleaned.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Project deliverable are covered under the Scope of Work.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$570,430.00, (Five Hundred Seventy Thousand Four Hundred Thirty Dollars and No Cents). The detailed costs are provided below:

Cost Sheets

I. Group A Government Center Complex (Original Term)

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

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term 12 Months	Annual Cost
Government Center					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	\$ 0.0880	\$ 40,792.05	12	\$ 489,504.58
Public Safety Building					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	\$ 0.0874	\$ 5,513.54	12	\$ 66,162.48
Health & Human Services					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	\$ 0.1081	\$ 2,677.31	12	\$ 32,127.72
TOTAL COST FOR JANITORIAL SERVICES					\$ 587,794.78
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$ 22.42	\$ 225,096.80
Public Safety Building	4	251	1,004	\$ 22.42	\$ 22,509.68
Health & Human Services	4	251	1,004	\$ 22.42	\$ 22,509.68
Total Cost Day Porters	48	251	12,048	\$	\$
TOTAL COST FOR DAY PORTERS					\$ 270,116.16
GROUP A - TOTAL COST ORIGINAL TERM					\$ 857,910.94

Group A Government Center Complex (1st Renewal Term)

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

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term 12 Months	Annual Cost
Government Center					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	\$.08976	\$41,607.89	12	\$499,294.68
Public Safety Building					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	\$.09272	\$ 5,849.19	12	\$70,190.24
Health & Human Services					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	\$.11468	\$ 2,840.28	12	\$ 34,083.41
TOTAL COST FOR JANITORIAL SERVICES					\$ 603,568.33
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$ 23.09	\$ 231,823.60
Public Safety Building	4	251	1,004	\$ 23.09	\$ 23,182.36
Health & Human Services	4	251	1,004	\$ 23.09	\$ 23,182.36
Total Cost Day Porters	48	251	12,048	\$	\$
TOTAL COST FOR DAY PORTERS					\$ 278,188.32
GROUP A - TOTAL COST 1st RENEWAL TERM					\$ 881,756.65

Group A Government Center Complex (2nd Renewal Term)

GROUP A – GOVERNMENT CENTER COMPLEX (2nd Renewal Term)

BUILDING	Sq. Ft.	Sq. Ft. Cost	Monthly Cost	Term 12 Months	Annual Cost
Government Center					
Total Sq. Ft.	551,840				
Cleanable Sq. Ft.	463,546	\$.09111	\$42,233.67	12	\$ 506,804.11
Public Safety Building					
Total Sq. Ft.	75100				
Cleanable Sq. Ft.	63,084	\$.09550	\$6,024.62	12	\$ 72,295.48
Health & Human Services					
Total Sq. Ft.	29,484				
Cleanable Sq. Ft.	24,767	\$.11812	\$ 2,824.49	12	\$ 35,105.86
TOTAL COST FOR JANITORIAL SERVICES					\$ 614,205.45
DAY PORTERS					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Annual Cost
Government Center	40	251	10,040	\$ 23.70	\$ 237,948.00
Public Safety Building	4	251	1,004	\$ 23.70	\$ 23,794.80
Health & Human Services	4	251	1,004	\$ 23.70	\$ 23,794.80
Total Cost Day Porters	48	251	12,048	\$	\$
TOTAL COST FOR DAY PORTERS					\$ 285,537.60
GROUP A - TOTAL COST 2nd RENEWAL TERM					\$ 899,743.05

Total Group A:	Original Term -	\$ 857,910.94	
	1st Renewal Term -	\$ 881,756.65	
	2nd Renewal Term -	\$ 899,743.05	

Total Group A: \$ 2,639,410.64

Additional Required Information

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

A. Management Positions	FTES	HRLY Rate	Annual Cost
<i>Position (example)</i>	<i>0.0</i>	<i>\$</i>	<i>\$</i>
1 Project Manager		\$ 31.24	\$64,979.20
2			\$
3			\$
4			\$
5			\$
6			\$
Total Labor			\$ 64,979.20
Benefits and Taxes			
Payroll Taxes			\$5,061.88
Workers Comp Insurance			\$3,047.52
General Liability Insurance			\$714.77
Health and Wealth			\$2,228.29
Retirement			\$
Total Benefits and Taxes			\$ 11,052.46
B. Hourly Positions	FTES	HRLY Rate	Annual Cost
<i>Position (example)</i>	<i>0.0</i>	<i>\$</i>	<i>\$</i>
1 Day Porter	8	\$ 12.00	\$199,680.00
2 Lead	1	\$ 17.00	\$35,360.00
3 General Cleaners	7.5	\$ 12.00	\$187,200.00
4 Floor Tech	2.5	\$ 15.00	\$78,000.00
5 Exterior Porter	1	\$ 12.00	\$24,960.00
6			\$
Total Labor			\$ 525,200.00
Benefits and Taxes			
Payroll Taxes			\$ 40,913.08
Workers Comp Insurance			\$24,631.88
General Liability Insurance			\$5,777.20
Health and Wealth			\$17,961.84
Retirement			\$
Total Benefits and Taxes			\$ 89,284.00
Total Payroll (A + B)		\$ 690,515.66	

Custodial Services

CUSTODIAL SERVICES

General Operating Expense	
<i>Example: Cost Item</i>	\$
Periodics	\$ 24,795.00
Transportation Cost	\$ 3,300.12
Small Tools	\$ 1,656.00
Background Checks	\$ 783.00
Consumables	\$ 120,060.00
Equipment Inspections	\$ 1,773.00
Equipment Maintenance	\$ 1,650.00
Miscellaneous	1,080.00
Total Operating Expense	\$ 155,097.12
Overhead (1.7 %)	\$ 12,567.80
Management Fee (6.7 %)	\$ 49,542.52
Total Fees	\$ 62,110.32
Total General Operating Expense	\$ 217,207.44
Total Custodial Services (Payroll + Total General Operating Expense)	\$ 857,910.94

Rate Schedule Completion

APPENDIX 4 RATE SCHEDULE COMPLETION INSTRUCTIONS AND FORM

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

JOB CLASSIFICATION – Title of Contractor's employee.

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

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

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

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

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

SCHEDULE OF CONTRACTOR'S LABOR BILLING RATES BY LABOR CLASSIFICATION

JOB CLASS/TITLE	RATE TYPE	BASE LABOR RATE	DIRECT & INDIRECT OVERHEAD	MARK UP	TOTAL HOURLY RATE
Lead	Straight Overtime	\$17.00	\$12.05	\$2.66	\$31.71
General Cleaner	Straight Overtime	\$12.00	\$8.51	\$1.91	\$22.42
Floor Technician	Straight Overtime	\$15.00	\$11.20	\$2.49	\$28.69
Day Porter	Straight Overtime	\$12.00	\$8.51	\$1.91	\$22.42
Exterior Porter	Straight Overtime	\$12.00	\$8.51	\$1.91	\$22.42

Additional Services as Per Request

ADDITIONAL SERVICES AS PER REQUEST COST PER WORKER PER HOUR

1. Service during normal janitorial work hours on a weekday with no less than twenty-four (24) hours' notice	<u>\$ 30.00</u>
2. Service outside normal janitorial work hours with no less than twenty-four (24) hours' notice	<u>\$ 35.00</u>
3. Service during normal janitorial work hours on a weekday with less than twenty-four (24) hours' notice	<u>\$ 38.00</u>
4. Service outside normal janitorial working hours with less than twenty-four (24) hours' notice	<u>\$ 38.00</u>

EXHIBIT F

PURCHASING FORMS



Line 4. Forms

Form A: Georgia Security and Immigration Contractor Affidavit and Agreement

STATE OF GEORGIA
COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

1136920

EEV/Basic Pilot Program* User Identification Number

ABM Industry Groups, LLC

BY: Authorized Officer of Agent (Insert Contractor Name)

Senior Branch Manager

Title of Authorized Officer or Agent of Contractor

Chonte Martin

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 20th day of October 20, 2022

Notary Public: Jilda Terrise Boykin

County: Fulton

Commission Expires: November 28, 2025



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

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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



Form B: Georgia Security and Immigration Subcontractor Affidavit Not Applicable

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires: _____
(Date)

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

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

22RFP135756C-GS
Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)



Form C: Offeror's Disclosure Form and Questionnaire

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Please see attachment, Organizational Chart

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

ABM sold off its Government Services business line and acquired GCA Services Group (2017), a leading provider of facility services in the commercial and education industries. ABM acquired Able Services (2021) which adds scale to ABM's core businesses and key geographies, bolsters ABM's engineering and technical services, and expands ABM's sustainability and energy efficiency offerings. ABM acquired Momentum Support and RavenVolt (2022) as part of our ELEVATE strategy to growth through strategic acquisitions which expand the company's core capabilities in attractive and dynamic end-markets.

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

ABM has performed janitorial services for Fulton County Government for the last three(3) years. We provide janitorial services to a wide variety of customer with revenue over \$120 million dollars throughout the greater Atlanta, Georgia area.



LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said 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 Please see the Attachment - Answer C 3

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? Please see the Attachment Answer C-4

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



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]



Litigation Disclosure

Answer C 3

On very rare occasions, ABM has elected to terminate customer contracts. In almost all cases, the reason for such voluntary terminations is the inability to agree on revised pricing following labor or operating cost increases. This would not apply to a situation where ABM prices have been contractually guaranteed for a period of time.

Answer C 4

ABM and its subsidiaries employ more than 100,000 employees across the U.S., the U.K., Canada, and Puerto Rico. As such, ABM is involved in dozens, if not hundreds, of litigation matters at any given time. These claims are handled in the normal course of business by legal and risk management professionals employed by the company. Even large litigation matters involving millions of dollars would not have any impact on ABM's ability to provide timely services to Fulton County Government. Should you require further information on a particular matter, ABM will certainly provide more detailed information upon request.



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 20th day of October, 2022

ABM Industry Groups, LLC 10/20/2022

(Legal Name of Proponent) (Date)

[Signature] 10/20/2022
(Signature of Authorized Representative) (Date)

Senior Branch Manager

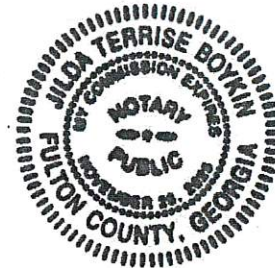
(Title)

Sworn to and subscribed before me,

This 20th day of October, 2022

[Signature]
(Notary Public) (Seal)

Commission Expires November 28, 2025
(Date)





Form D: Georgia Professional License Certification

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: ABM Industry Groups, LLC

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: 2022 Occupational License

Professional License Number: 1561007555

Expiration Date of License: DECEMBER 31, 2022

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:

10/20/2022

(ATTACH COPY OF LICENSE)



City of Brookhaven, Georgia 2022 Occupational License

EXPIRES DECEMBER 31, 2022

Date Issued: 02/28/2022

License No: 1561007555

Issued to: ABM
DBA ABM
4151 ASHFORD DUNWOODY RD NE STE 600
ATTEN CAMELA STEPHENS
BROOKHAVEN, GA 30319-1452

Account No: 437179

Location: 4151 ASHFORD DUNWOODY RD NE STE 600
BROOKHAVEN, GA 30319-1452

The licensee named herein is authorized to do business at the above specified business location as provided for in the License Schedules listed below:

Schedule	Description	Units
561210.06	FACILITIES SUPPORT SERVICES	



THIS LICENSE DOES NOT PERMIT BUSINESS OPERATION UNLESS YOUR BUSINESS IS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES.

This is NOT A BILL.

This license must be posted.

Avenu

Issuing Authority

Questions regarding this license should be addressed to Avenu at (800) 556-7274

FORSYTH COUNTY BUSINESS LICENSE

Issue Date:
January 1, 2022

Expiration Date:
December 31, 2022

Business Name:
American Facility Services

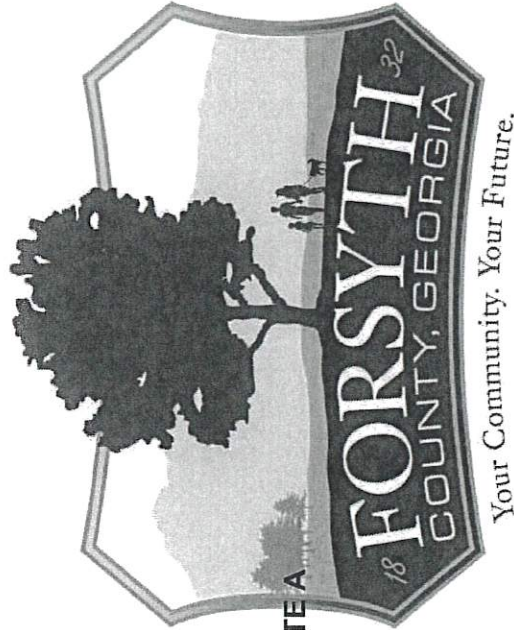
License #: 9900688

Business Location:
1325 UNION HILL INDUSTRIAL CT SUITE A
ALPHARETTA, GA 30022

NAICS Code #: 561720

Business Owner:
Kevin & Rhonda McCann

Business Description:
Janitorial Services



Amy Konnath

LICENSE OFFICIAL

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**



Line 5. Contract Compliance Forms

Exhibit A – Promise of Non-Discrimination

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Chonte Martin),
Name

Senior Branch Manager

ABM Industry Groups, LLC

Title

Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) 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) 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) 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) 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: Chonte Martin

TITLE: Senior Branch Manager

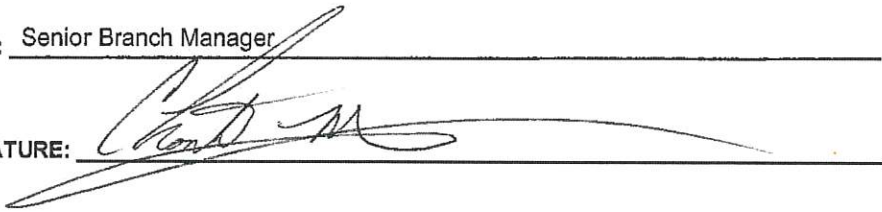
SIGNATURE: 



Exhibit B1 – Schedule of Intended Subcontractor Utilization

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 ABM Industy Groups, LLC

ITB/RFP Name & Number: 22RFP135756C-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 _____ %

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)

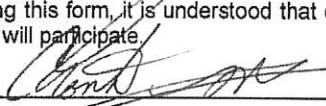
Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)



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

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

Signature:  Title: Senior Branch Manager

Business or Corporate Name: ABM Industry Groups, LLC

Address: 4151 Ashford Dunwoody Road Suite 600
Atlanta, GA 30219

Telephone: (770) 417.7078

Fax Number: () _____

Email Address: chonte.martin@abm.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.

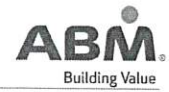


Exhibit B2 Form Sub Contractors & Suppliers Form

Not Applicable

**EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

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

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage



Exhibit C Form Sub Contractors & Suppliers Form Not Applicable

N/A

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

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

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Janitorial Services 2022**Insurance and Risk Management Provisions
Janitorial Services (Selected Fulton County Facilities)**

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

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

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

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

Bodily Injury and Property Damage Liability (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

Janitorial Services 2022

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY	Per Occurrence	\$1,000,000
(In excess of above noted coverage)		
5. FIDELITY BOND AND CRIME		
(Employee Dishonesty-Theft)	Per Occurrence	\$100,000
*Above to include 3 rd Party Coverage		
6. CONTRACTOR'S POLLUTION LIABILITY	Per Occurrence	\$500,000

Certificates of Insurance

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

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

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

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

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

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

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

Important:

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

Janitorial Services 2022

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




Janitorial Services 2022

codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

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

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

COMPANY: ABM Industry Groups, LLC SIGNATURE: 
NAME: Chonte Martin TITLE: Senior Branch Manager DATE: 10/20/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2023

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

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

PRODUCER McGriff Insurance Services, LLC 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: Vera Neville PHONE (A/C, No. Ext): 404 497-7500 FAX (A/C, No.): E-MAIL ADDRESS: vneville@mcgriff.com												
INSURER(S) AFFORDING COVERAGE													
INSURED American Facility Services, Inc. 1325 Union Hill Ind Court Suite A Alpharetta, GA 30004	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A :Amerisure Insurance Company</td> <td style="text-align: right;">19488</td> </tr> <tr> <td>INSURER B :Amerisure Mutual Insurance Company</td> <td style="text-align: right;">23396</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Amerisure Insurance Company	19488	INSURER B : Amerisure Mutual Insurance Company	23396	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Amerisure Mutual Insurance Company	23396												
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER:WQDN9U2R** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	CPP21145910301	05/19/2023	05/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		X	CA21145900302	05/19/2023	05/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		X	CU21145920302	05/19/2023	05/19/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC21145890301	05/19/2023	05/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFP 22RFP135756C-GS
 The Certificate Holder is included as Additional Insured for General Liability, as required by written contract.
 Waiver of Subrogation is in favor of the Additional Insured for the General Liability and Auto policies as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

Fulton County Dept. of Purchasing and Contract Compliance 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC		INSURED American Facility Services, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/19/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

CRIME
 Policy Number: 8237-5917
 Carrier: Federal Insurance Company
 Effective Dates: 05/19/2023 - 05/19/2024

Limits of Liability:

Employee Theft Coverage: \$250,000

Client Theft: \$250,000

Premises Coverage: \$250,000

In Transit Coverage: \$250,000

Forgery Coverage: \$250,000

Computer Fraud Coverage: \$250,000

Funds Transfer Fraud Coverage: \$250,000

Money Order and Counterfeit Currency Fraud Coverage: \$250,000

Credit Card Fraud Coverage: \$250,000

Retentions: \$100,000

APPENDICES

- **APPENDIX 1: STAFFING PLAN**
 - **APPENDIX 2: TECHNICAL COMPETENCE, EXPERIENCE & BUSINESS OPERATIONS**
-

Appendix 1

**APPENDIX 1
STAFFING PLAN**

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

Group	Location	Size of Crew (# of People)	Hours Per Day (total for Crew)
A	Government Center	33	868
	Public Safety Building	1 Full Time – Day Porter 4 Part time – Evening Janitors	24
	Health and Human Services	1 Full Time – Day Porter	8
B	Justice Center		
	Carnes Justice Center Building		
	Lewis Slaton County Courthouse		
	Judge Romae T. Powell Juvenile Justice Center		
	Georgia Department Of Human Services (DHS)		
	Medical Examiner's Office		

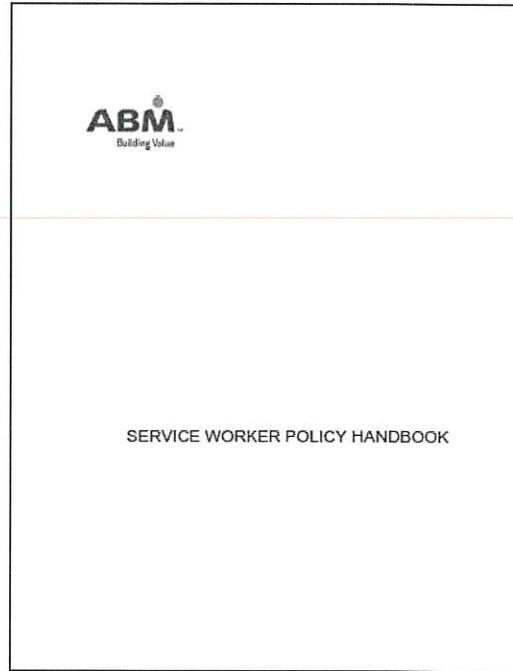
Contractor shall provide the above hours of service as the minimum service level. The hours estimated by Proposer to perform the work as specified herein will be compared against the County's estimate. The hours estimated by Proposer to perform the contract Scope of Work shall be a critical part of the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



Employee Work Rules

ABM has an Employee Handbook. This handbook serves as a general guide to all employees of ABM Industries Incorporated and its subsidiary companies. This guide covers our basic human resources policies, practices, and procedures to promote understanding and provide guidance and support for employees to perform their jobs safely and ethically. The handbook begins with our Vision and Values, which are the foundation for our policies. ABM's Code of Business Conduct is also of critical importance. These documents describe the required behaviors for all ABM employees.

While there cannot be a specific rule for every situation employees may encounter in their workday, ABM has adopted these policies to provide certain baseline principles for the business conduct of the company's directors, officers, and employees. In conjunction, ABM employees are expected to be familiar with and comply with ABM's various policies and procedures and adhere to the highest ethical standards in all business dealings.



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Project Deliverables

1. Management Plan

Your management team is key to launching and implementing a successful service program at your facility. When we select your management team, we work jointly with our administrators using a multi-phase selection process that we've honed over the years.

The management team leader will provide direction, development, communication, operational skills and overall professionalism to the department. As such, we have defined the following responsibilities for the role of team director/manager

Leadership

- Lead and manage professionally
- Develop leadership qualities in team members
- Oversee and implement ABM's program
- Recruit and select employees according to facility policies.
- Perform Continuous Quality Improvements (CQI)
- Plan before implementation
- Establish and maintain procedures to ensure acceptable standards of quality

Communications

- Generate positive public relations for the facility and department
- Actively chair or participate in relating facility committees
- Meet regularly with both the staff and administration

Operations

- Produce desired results in a timely fashion within budget guidelines
- Complete quality control inspections
- Provide all necessary reports, payroll records, training records, quality control reports, and all other department documentation
- Review schedule and employee rosters to ensure facility coverage
- Maintain safety procedures, employee personnel manuals and meet established regulatory agency requirements
- Manage all sub-department subcontracts
- Provide proper follow-up
- Review status of ongoing daily and project work

Professionalism

- Maintain high standards of business perception and a willingness to be flexible to change
- Maintain a professional appearance and display the proper facility and ABM's attitude

Experience

- Possess the technical skills and formal education to accomplish

2. Implementation Plan

- See Transition Plan, b. Section 2
- See Staffing Plan (Appendix 1), b. Section 2

3. Staffing Plan and Qualifications

- See Project Team c. Section 3

4. Organizational Chart

- See Section 1 Executive Summary

5. Management and Hourly Worker Training Plan

1. See Technical Competence Appendix 2, b. Section 2 Page 37

6. References

- • See d. Section 4 Relevant Project Experience

7. Proposer Office

- See f. Section 6 Local Preference Form E

8. Quality Control (QC) Plan

- See b. Section 2 Project Plan, Part 3 Quality Control

9. Proposed Equipment List

- High Speed Floor Buffers
- Slow Speed Floor Buffers
- Leaf Blowers
- Wet vacuum's
- T 500 Floor Scrubber
- T 300 Floor Scrubber
- Battery Charged Wide area Vacuum
- Upright Vacuums
- Electric Backpack Vacuums
- Kivak
- Carpet Extractor



Key Control and Security Plan

- Project Manager has the responsibility to issue and retrieve assigned keys and access cards. All-access cards are deactivated and returned immediately upon termination.

Pilferage of Items and Vandalism

An incident report is generated as well. Workers have been instructed not to remove or touch any items while performing their job functions.

Contingency Plan

The ABM contingency plan ensures that our customers' service and communication needs are met during a work interruption due to a union conflict. Through this plan and our management staff, we will continue to provide essential services during a labor strike or labor unrest. Essential services include cleaning public areas and restrooms and removing trash. Our goal is to increase the number of areas serviced during the period of unrest.

The ABM contingency includes the following:

- Continual Communication
 - Communicating regularly with you during the course of any unrest, keeping you informed of the situation's status, including communications between our legal staff and your attorneys.
 - Implementing a control center staffed 24 hours per day for coordination of communications and operations during the period of unrest. This is in addition to our normal office telephone response and will help keep you and our employees aware of the situation's progress.
- Service Continuation
 - Coordinating our management, supervisory and non-union staff from our branch offices within the vicinity to support the continuation of cleaning services.
 - Increasing our recruitment of replacement janitors in advance of a possible work interruption. Recruiting sources include contacting churches, colleges, and universities and placing newspaper advertisements.
 - Organizing additional equipment and services, such as vehicles, cleaning equipment, communication, and food services. We'll ensure their availability during the period of work interruption.



2. Technical Competence, Experience, & Business Operations Form Appendix 2

APPENDIX 2

TECHICAL COMPETENCE, EXPERIENCE & BUSINESS OPERATIONS PLAN

(Additional sheets may be attached)

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

113 years

a. Is your company a:

CORPORATION PARTNERSHIP SOLE PROPRIETOR

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

Fulton County Government Center) The ABM Atlanta Branch is located in the heart of Atlanta, GA, 4151 Ashford Dunwoody Road . With easy off street highway access, the ABM location is a highly-visible access, the ABM location is a highly-visible bulding thats is on close proximity to malls, hospitals, university campuses and only a 20 miles from the Fulton County Government Center Government Center complex.

3. Provide the TOTAL NUMBER of square feet cleaned by your company under your 2020 contracts.

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

4. How many full-time employees do you currently have? 8,900

5. How many supervisors? 400

a. How many supervisors have had?

Less than 3 years supervisory experience	<u>5%</u>
3-5 years supervisory experience	<u>25%</u>
More than 5 years supervisory experience	<u>70%</u>

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

a. For Supervisors:

Appointing one point-of-contact (POC) per facility that is responsible and invested in working with our account manager will promote clear and direct communication.
We understand that we will interact with employees and staff throughout the course of our day, but should there be a question, we have a POC for a definitive answer.



b. For Janitorial Staff:

Daily will be conducted via phone and direct contact as needed.

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

Initial Training – New Employees: During the start-up phase, our Project Managers and Supervisors

conduct team member training sessions in a classroom setting. These sessions include site-specific rules and regulations, ABM policies and procedures, and basic job training. Our supervisors demonstrate each task step-by-step, detailing the importance of each step along the way, and train them to perform visual inspections before completing work. The supervisors also provide guidance to the service workers as they work. Once initial training is complete, supervisors perform recurring reviews to make sure that they are maintaining Fulton County Government's and our standards.

On-going Training – Current Staff: _____

Our managers conduct recurrent training sessions. These technical sessions concentrate on specific job tasks and duties, such as specialized certifications and interdisciplinary training. Team members train in groups specific to their function. Compliance is measured and tracked by attendance, job performance, tests, etc. to ensure team members receive the proper level of training.



Appendix 2 Operation Plan

APPENDIX 2 OPERATION PLAN

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

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

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

See Section 2

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

In order to properly handle staffing shortages due to illness, vacation or leaves of absence ABM maintains an "on-call" list of part-time individuals available to work on short notice. Each individual is given ABM pre-employment training, including the site safety orientation. Each person is screened and given a photo ID badge to be kept on-site by the Project Manager. In order to keep these individuals working on a regular basis, they are also trained on utility work and can be brought in to accomplish the periodic work. In those instances where we do not receive adequate notice of an employee's intended absence, the crew is shifted accordingly. Then, on subsequent nights, additional personnel can be scheduled to make up any work not completed.



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

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

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

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



Appendix 4 Rate Schedule Completion Instructions and Form

APPENDIX 4 RATE SCHEDULE COMPLETION INSTRUCTIONS AND FORM

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

JOB CLASSIFICATION – Title of Contractor's employee.

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

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

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

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

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

SCHEDULE OF CONTRACTOR'S LABOR BILLING RATES BY LABOR CLASSIFICATION

JOB CLASS/TITLE	RATE TYPE	BASE LABOR RATE	DIRECT & INDIRECT OVERHEAD	MARK UP	TOTAL HOURLY RATE
Lead	Straight Overtime	\$17.00	\$12.05	\$2.66	\$31.71
General Cleaner	Straight Overtime	\$12.00	\$8.51	\$1.91	\$22.42
Floor Technician	Straight Overtime	\$15.00	\$11.20	\$2.49	\$28.69
Day Porter	Straight Overtime	\$12.00	\$8.51	\$1.91	\$22.42
Exterior Porter	Straight Overtime	\$12.00	\$8.51	\$1.91	\$22.42

3. Quality Control (QC) Plan

Quality Control Plan / Quality Assurance Program

At ABM, our goal is 100% customer satisfaction. As part of the ABMWay, we must clearly define what our clients expect from us, develop standards by which our employees will perform, and measure the results. Together with our clients, we develop standards of performance by which the quality of services can be measured. These standards are clear, concise, and measurable, allowing us to track our performance against our client's service requirements. Our Quality Assurance program is based on documented procedures, regular inspections, and frequent customer communications. ABM is committed to providing quality service based on total customer satisfaction and continuous improvement. We work with our clients to successfully implement a technologically driven and proven performance solution.

We have established a quality culture that focuses on client satisfaction, involves employees, measures performance, and continuously improves. To support our client's quality goals and requirements, we use a quality management system that places various processes into a single framework. This framework acts as a starting point from which we work with our clients to customize a quality program for their facility. Our Quality Assurance program improves efficiencies and allows for greater transparency into how we are performing against stated goals.



From the start, we select top-caliber employees and provide them with extensive ongoing training, guidance, and incentives to ensure that proper safety and service procedures are their top priorities at your facility. We follow that up with investments in technology to effectively measure our performance and share our performance with our clients.

Quality Inspections

We inspect our clients' facilities on a regular schedule, based on the client's requirements (typically daily and weekly), and results from the inspection are entered into our quality management system, SITE™. Using SITE, a web-based solution that can be accessed through handheld devices, tasks are rated on a pass/fail scale during the inspection. Our Quality Assurance program allows us to identify any discrepancies with our service delivery before the matter becomes a bigger issue. If a service issue is found during the inspection, we take corrective action to resolve the problem area and implement a procedure to prevent the issue from reoccurring. We ensure our managers and supervisors conducting the inspection can communicate any uncovered issues to the client and other account team members via e-mail, phone, and radio to promote full transparency. The key point here is that we work to resolve the issue and confirm that the client is satisfied with how the matter was resolved.

Our Quality Assurance program encompasses the following:

- **Self-Inspections/Peer Inspections:** Self-inspections and peer reviews are fundamental elements of first-line quality control. Daily random inspections are conducted of work performance relative to documented job plans and standards. These inspections facilitate prompt identification and correction of substandard services and/or personnel performance.

- **Quality Control Inspections:** The on-site team conducts scheduled (formal) and unscheduled (informal) inspections. Results Logs and any available inspection reports are reviewed, and identified issues are promptly addressed.
- **Compliance Audits:** Scheduled and unscheduled audits are undertaken quarterly by the on-site manager and corporate management. Other corporate members also conduct audits to assess the performance of all contractual requirements.
- **Client Satisfaction Feedback:** As an optional service, we can also provide client satisfaction surveys for clients who want to evaluate the perceived effectiveness, timeliness, and quality of our services. Surveys receiving less than satisfactory ratings are documented as client complaints and immediately investigated. Corrective actions are implemented and tracked until resolution, and client satisfaction has been achieved.
- **Validated Client Complaints:** On-site management investigates all client complaints. Validated complaints are reported during Performance Evaluation Meetings to identify any trends that may generate unscheduled periodic inspections. Corrective actions are implemented and tracked through resolution, and client satisfaction has been achieved.

Performance Tracking

As previously mentioned, inspection and audit results are tracked using SITE to ensure everything we need to know about how we are performing is right at our fingertips. This system is an in-house, custom-built inspection system designed specifically to assist in the field of janitorial service inspections. SITE accurately records the level of service performed, provides a brief review of all cleaning areas within a room type, and reduces the administrative dependency of having to input collected inspection data manually.

SITE utilizes a hierarchal design that allows managers to view the historical performance of the accounts they and their people manage (Deficiency Report). The following benefits are achieved through the use of this quality management system:

- Real-time, readily accessible reports allow our customers and site personnel to effectively analyze and extract the necessary information to maintain service performance.
- Trending statistical analysis from which fact-based operational decisions can be determined and/or affirmed (24 months of history remains online before archiving).
- Server-based and centrally controlled by our IT and Quality departments to ensure regular maintenance, security and updates are handled properly.
- System is backed up nightly and is protected under our IT department's disaster recovery plan.
- End users are supported by our helpdesk and dedicated corporate quality department team members.
- Clients may also participate in the data collection.
- Data can be uploaded through any desktop, laptop, tablet, or smartphone with internet access, providing flexibility to important performance information without sacrificing functionality.

SITE's design is based on our clients' requirements. We establish parameters for each cleaning area during program start-up and evaluate the facility's condition. The evaluation informs baseline quality



objectives specified from the outset, becoming the benchmark for future inspections. In the event of a service issue, we take appropriate corrective action in a timely fashion and report back to the branch office once the issue has been addressed.

Inspection Reports

Customized inspection reports and survey results provide feedback for process improvement. Inspection reports can be viewed daily online through a password-protected web portal or via an Excel report accessed through e-mail. Cleaning requests are generated and sent automatically if an overall inspection score falls below the established benchmark. Benchmarks or quality levels can be set and viewed against the results.

Daily inspection reports typically contain the following information:

- Date and time, detailed inspection location, and room numbers, where applicable.
- A detailed inspection result of the area that includes compliance with contract requirements.
- Name of the person conducting the inspection.



Client Business Reviews

Our management structure serves as our first line of support for the Fulton County Government. To maintain operational knowledge of the entire portfolio, the account manager interfaces with management teams and serves as the point of contact for communications. In advance, Fulton County Government and ABM agree upon the details and processes in our operations playbook.

Formal joint reviews between ABM and Fulton County Government take place quarterly, semi-annually, or more often if necessary. We report key performance indicators (KPIs) regarding our service during these meetings. Your report request may include reporting and analyzing quality scores, survey results, work order statuses, employee turnover, actual year-to-date costs versus budget, or costs outside of scope. Your feedback is incorporated into our reviews and used to set future goals and initiatives.

Monthly and Quarterly Client Business Reviews

Quarterly formal meetings present our performance compared to expectations during client business reviews (CBRs). We highlight areas of success and achievement. The account manager engages the ABM local team, which may also include regional and corporate resources. If our performance falls below expectations, we discuss action plans to resolve those issues. Customizable CBR format contains the following areas:

- Expected service levels report
- Budgets per location
- Annual report summarizing operating expenses and all other charges incurred by ABM
- Normal and customary supplier reporting
- Recommendations for projects
- Summary of building inspections and performance against objectives



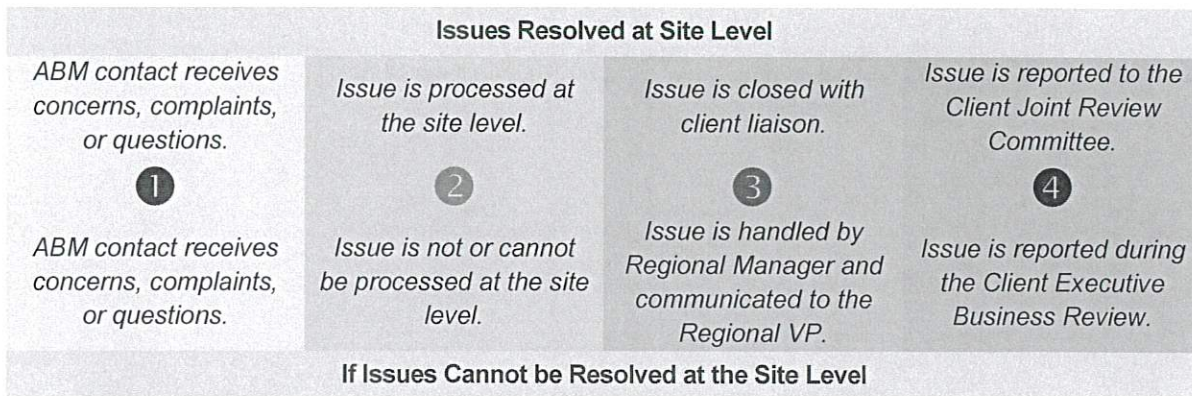
Our primary goal is to meet our contractual obligations by improving our performance each year, identifying concerns before they become larger issues, and correcting identified deficiencies promptly.

Customer Satisfaction Surveys (Optional)

Our clients assist in designing customer satisfaction surveys for their sites. A percentage of experienced service personnel and people who phone in reactive requests are surveyed. The responses are reviewed, and the ratings are reported against the performance standards, usually quarterly. ABM and Fulton County Government representatives review suggestions for improvements.

Issue Resolution and Communication

Our standard order of operations regarding any issues that require resolution is below.



Standard Order of Operations									
Topic	DI	DF	WI	WF	MI	MF	Daily	Weekly	Monthly
Service Issues	*	*	*	*		*	Informally (DI)	Informally (WI)	Informally (MI)
Vehicle Maintenance			*			*	• Voice Mail	• Impromptu Meetings	• N/A
Employee Status	*	*		*		*	• E-mail	• General Discussions	
Training				*		*	• Verbally		
Repairs	*		*	*		*	• Phone		
Special Projects	*			*		*	Formally (DF)	Formally (WF)	Formally (MF)
Service Level Agreements					*	*	• Supervisor's Report	• Summary	• Management Meeting (by site)
Safety	*	*		*		*	• Fax	• Faxed	• Safety Update
Feedback	*		*	*		*	• E-mail	• Management Meetings	• Service Ret
Uniform/Equipment			*			*		• Presentations	• Presentation
Recruiting	*			*		*			
Incentives				*		*			
Escalations	*	*		*		*			

Technology Enabled Workforce

Because of our integrated technology offerings, our clients benefit from improved communication, increased worker productivity, and integrated processes to measure results. Fulton County Government will be able to easily track what's happening within your building, identify areas for improvement, and gain the associated benefits of reduced response times.

Our reliable technology platforms allow ABM team members to be responsive anytime and from any location. Our on-site and management teams are equipped with handheld mobile devices that would enable the account team to manage employees, see real-time information about work order statuses, or identify the nearest ABM resources in case of emergency requests. We increase the dependability of our people and processes by supporting efficient systems that are transparent to you and visible to our senior management.

Used behind the scenes, ABM's back-office systems and platforms are a key part of our service delivery. They comprise the tools we use to administer our solution better. These technologies offer the following benefits to help Fulton County Government behind the scenes:

- Control costs
- Assure quality services
- Deliver on-schedule services or special requests
- Communicate efficiently
- Provide accurate, timely financial information and service reports
- Consolidate information to drive process improvements

The following are systems we may implement as part of our proposed solution:

MPower™

MPower is an easy-to-use digital platform that provides fast, single sign-on access to all ABM data systems and applications. Access is enabled from any online connection, including laptop, tablet, smartphone, or desktop computer.



SITE™ Inspection Tool

Based on the client's statement of work, quality inspections are performed electronically using ABM's proprietary web-based tool. This inspection system is available through ABM's MPower™ interface. SITE, which also includes work order functionality, allows employees and clients to view pertinent information about their facilities and provides feedback through any web-enabled device.



ABM Timekeeping Technology

Blueforce is an online tool used for employee timekeeping. Employees clock in and out via an EPay time clock or via a handheld device. Using Blueforce, managers can access timesheets online via MPower to see when and where an employee is clocking in and out and, to confirm payroll hours, compare that to the hard copy sign-in sheet each week.

JD Edwards Enterprise Resource Planning (ERP)

JDE is a company-wide software platform ABM uses for financial recording and client billing.

To improve our service delivery and communication with our clients, ABM continually reviews new technologies as they are developed. Our clients enjoy the quality results that only come from working with an industry-leading expert in IT efficiencies.

Reporting

Our goal is to provide our clients with timely, relevant information about their facilities and how we are performing our services within them. ABM can customize reports to meet our client's requirements and formatting needs. Reports can be viewed online, or they can be viewed in hard copy. We can provide reports weekly, monthly, quarterly, and annually with a roll-up of the information to illustrate year-to-date performance. ABM can provide report recommendations; however, the format of the report and the frequency are up to the client.



Examples of standard reports we can provide include:

- Total Spend/ Spend by Category
- Additional Service Detail
- Work Order Status
- Work Order Priority
- Response Time
- Inspection Results
- Timekeeping
- Training and Safety
- Labor Budget vs. Actuals
- Labor Allocations
- Equipment Status
- Subcontractor Usage
- Energy Consumption/Trends

Managing Risk through Safety Programs

Safety is the cornerstone of ABM's operations. As part of the **ABMWay**, our documented processes designed to ensure success for our customers, employees, and company, we are committed to fostering a safe working environment for every employee at all locations we service every day. It is our responsibility to embrace the ABM **ThinkSafe** culture and proactively prevent, detect, and correct any safety or risk concerns that may arise. **ThinkSafe** is an ABM program that promotes the idea that almost all workplace accidents are preventable – if you make focusing on safety an integral part of your day. At ABM, we strive to create a world-class culture in all we do; safety is vital to that objective.

At ABM, Risk Management consists of both Safety and Claims Management, working jointly with Operations to ensure the safety and well-being of our employees, customers, and clients.

ThinkSafe[™]
People. Materials. Environment.

It is ABM's policy to:

- Maintain a safe workplace for its employees
- Use methods and processes to protect our employees and the public and to prevent damage to property and the environment
- Maintain and enforce a program to fulfill this responsibility

Safety and Claims Management reports to the Vice President of Risk and Safety to ensure common goals and objectives. We have a dedicated safety professional team that liaises with our Branch Operations to ensure the ABM safety culture is at the forefront of our employees' minds daily. Each industry group is supported by dedicated safety professionals who are familiar with their work.

ThinkSafe Programs

Because the ABM workforce represents a diversity of cultures and languages, our programs, training content, and communication materials are frequently translated into one or more of 30+ languages represented by ABM Team Members. To reach approximately 100,000 employees, we have developed the following programs that are the cornerstone of ABM's **ThinkSafe** Program:

- **Moment for Safety:** Every day at ABM, our managers share a **Moment for Safety** with their teams. It promotes employees' safety awareness of the specific topic of the day and sets their minds to carry out their tasks safely.
- **Leadership and Engagement Tours:** are designed to foster senior management engagement and ownership in Safety and Risk.
- **Empowerment of Field Locations:** Every operations manager, supervisor, and site lead, together with all employees, is a crucial part of ABM's Injury and Illness Prevention Program.

These programs have been embedded into ABM's culture and provide opportunities to minimize injuries and property damage. When incidents occur, our risk management programs become essential to get employees back to good health and back to work as quickly as possible. Our Safety and Risk Management teams have developed powerful tools to identify and mitigate hazards and other risk-related issues.

Risk Management Resources and Programs

As an ABM client, you'll have resources to depend on, including specialists in safety, training, prevention, workers' compensation, liability, claims, and insurance management. To manage the safety of your site and stay ahead of the latest safety procedures, ABM's Safety Committee meets monthly to:

- Report on training, inspections, and incidents
- Revisit safety objectives and loss prevention goals
- Provide recommendations for the prevention of future incidents
- Review monthly Branch Safety Reports

Below are a few of the primary tools we use to teach safety awareness and manage performance:

- COVID-19 Exposure Control Plan
- ABM Safety and Health Manual
- Safety Communications
- OSHA Injury and Illness Recordkeeping
- Loss Control
- Motor Vehicle Record (MVR) Check and Driver's Alert Programs
- Safety Hotline
- Telematics
- Stay-at-Work Program
- Safe Work Observation Process (SWOP)
- Safety Training Videos
- Medical evaluation (in US only)
- National Clinic Program (in US only)
- Telephone Nurse Case Management (TCM) (in US only)
- National Clinic Program (in US only)
- Telephone Nurse Case Management (TCM) (in US only)



c. Section 3 – Project Team Qualifications/Qualifications of Key Personnel

Key Position Job Descriptions

Lead

Supervises and coordinates supplies, equipment, and the activities of workers engaged in cleaning and maintaining premises of commercial, industrial, or other establishments.

Job Duties*:

- The supervisor is responsible for an assigned area or the rise of a building.
- Assign tasks to workers based on job requirements or special assignments.
- Inspect all completed work for conformance to ABM and customer standards.
- Order and issue supplies and equipment.
- Train new workers and oversee ongoing training of existing employees.
- Maintain payroll records and personnel performance.
- May be called upon to perform duties of workers supervised.
- Supervisors are required to be "on-call" on a rotating basis for the weekend and late-night emergency duty.

**Job duties may be modified at any time.*

Qualifications:

- Education / Training – High school graduate or equivalent GED, preferred but not required. Training in the cleaning industry or building management field is preferred.
- Job Knowledge / Experience – Previous cleaning experience is desired but not required. Previous supervisory experience is preferred but not required.
- License(s) – Valid State driver's license.
- Language / Communication Requirements – Must be able to communicate in English; bilingual is preferred. Must be able to read instructions in English.
- Writing Skills – Must be able to write basic business documents in English.



General Cleaner

Responsible for general cleaning and upkeep of assigned areas within a specific building. Specific tasks are not guaranteed; therefore, you must be flexible in performing assigned duties as outlined below.

Job Duties*:

- Empty and clean all waste receptacles and remove wastepaper and rubbish from the premises to designated area, damp wipe receptacles as necessary.
- Vacuum all rugs and carpeted areas in offices, lobbies, and corridors.
- Hand dust and wipe clean all office furniture, files, fixtures, paneling, windowsills, and all other horizontal surfaces.
- Damp wipe and polish all glass furniture tops.
- Remove all finger marks and smudges from vertical surfaces, including doors, door frames, around light switches, private entrance glass, and partitions.
- Wash, clean, and disinfect all water coolers.
- Sweep with a broom all private stairways, and vacuum if carpeted.
- Police stairwells and clean or damp mop spillage.
- Damp-mop or clean any spillage in office and public areas as required.
- Damp dust telephones.
- Dust all picture frames, charts, graphs, and similar wall hangings.
- Damp dust all ceiling air conditioning diffusers, wall grilles, register, and other ventilating louvers.
- Dust the exterior surfaces of lighting fixtures, including glass and plastic enclosures.
- Keep slop sink rooms in a clean, neat, and orderly condition.
- Wipe clean and polish all metal hardware fixtures and other bright work.
- Dust and/or wash all directory boards as required and remove fingerprints and smudges.
- Clean entrance door glass inside and outside.
- Sweep or dust mop floors.
- Sweep or damp mop outside entrance areas.
- Properly clean and buff tile floor services as needed.
- Follow all safety and personnel rules and regulations.

**Job duties may be modified at any time.*

Qualifications:

- Must be able to clean 3,500 square feet per hour or faster, maintaining quality standards set by supervisor.
- Must have the ability to work with other crew members and be able to take direction from supervisor.



Floor Technician

Responsible for maintaining carpet and hard surface floors within a specific building using manufacturer-approved methods. Specific tasks are not guaranteed; therefore, you must be flexible in performing assigned duties as outlined below:

Job Duties*:

- Scheduled stripping, scrubbing, buffing, refinishing, or sealing of different types of hard-surfaced floors using appropriate equipment and chemicals.
- Scheduled carpet cleaning using approved methods and chemicals.
- Spot cleaning of carpets as needed.
- Responsible for securing the working area, using appropriate safety barricades, and removing when duties are completed, and the area is safe for public use.
- Follow all safety and personnel rules and regulations

**Job duties may be modified at any time.*

Qualifications:

- Must be knowledgeable about the care of different commercial carpeting/flooring types.
- Must have a working knowledge of chemicals used for commercial carpeting/flooring types.
- Must have the ability to operate machinery required for duties according to safety standards.
- Must have the ability to work with other crew members and be able to take direction from supervisor.
- Must be able to perform all physical aspects of the above job duties.
- Previous experience is preferred but not required.

Day Porter

Responsible for general oversight, cleaning, and stocking supplies in all public areas inside the assigned building, including the restroom. Respond to business management needs in a timely and effective manner. May need to clean any secured areas which cannot be cleaned at night.

Specific tasks are not guaranteed; therefore, you must be flexible in performing assigned duties as outlined below:

Job Duties*:

- Respond to building requests as instructed.
- Monitor entire lobby areas and plaza for cleanliness.
- Monitor and maintain escalators and elevator cabs, including floors, as required. If carpeted, floors in elevators and cabs will be vacuumed, and spots will be removed.
- Empty trash containers.
- Wipe down countertops.
- Remove debris from the floor.
- Clean toilets/sinks as needed.
- Check modes dispensers for supplies and refill as needed, empty modes receptacle if required.
- Fill paper towels, toilet paper, and soap dispensers as needed.
- Clean any spills as needed.
- Set out rain mats on rainy days; keep them in clean condition.
- Clean fingerprints/marks from glass doors/mirrors.
- Perform high/low detail dusting/vacuuming.
- Vacuum carpets as needed.
- Continuous walking and standing.
- Change light bulbs in the common areas and offices.
- Follow all safety and personnel rules and regulations.

****Job duties may be modified at any time.***

Qualifications:

- Must function as the main contact for clients and occupants in the building, using high professionalism and communication skills.
- Must have the ability to work with little to no supervision and be able to determine tasks to complete on a daily basis independently
- Must be able to perform all physical aspects of the above job duties.
- Must be able to speak and communicate effectively with management and customer. Must be able to speak/understand written English.

Exterior Porter

Responsible for maintaining the exterior public areas outside the assigned building to ensure the property is clean, free of debris. Respond to business management needs in a timely and effective manner. May need to clean any secured areas which cannot be cleaned at night.

Specific tasks are not guaranteed; therefore, you must be flexible in performing assigned duties as outlined below:

Job Duties*:

- Respond to building requests as instructed.
- Pick up trash around the exterior of the building.
- Empty trash cans.
- Replace trash can liners.
- Graffiti removal.
- Police area to remove cigarettes butts.
- Wipe down glass windowsills/ledges.
- Dusting and remove cobwebs.
- Inspect building for exterior damage and report information to supervisor.
- Ensure the building grounds outside walkways remain free of debris and litter.

**Job duties may be modified at any time.*

Qualifications:

- Must function as the main contact for clients and occupants in the building, using high professionalism and communication skills.
- Must have the ability to work with other crew members and be able to take direction from supervisor.
- Must be able to perform all physical aspects of the above job duties.
- Must be able to work in the outside elements.



Key Personnel / Site Manager Resumes

Serita C. Whiting

Senior District Manager
 4151 Ashford Dunwoody Road, Suite 600
 Atlanta, GA 30319
 678.232.3651
 serita.whiting@abm.com

SKILLS

SUMMARY

Ms. Whiting has over 15 years of experience in the facility services industry. Serita started her career at CMA America, a facilities maintenance and specialty cleaning company based in Atlanta, and joined ABM in 2012 as a Project Manager. She has since been promoted to Senior District Manager and her responsibilities include coaching, leading, and supervising the work of team members in Atlanta as well as providing on the job training. Outstanding organizational leadership in building successful performance-oriented operational teams.

EMPLOYMENT

ABM Senior District Manager Atlanta, GA	2012– Present
CMA America Area Manager Atlanta, GA	2007 - 2012

EDUCATION

Rosemont College in Pennsylvania

ESSENTIAL FUNCTIONS

- Successfully implemented more than 60 new large accounts.
- Consistent record of increasing revenues and bottom-line profits.
- History of analytical operations to documented cost savings.



Joseph L. Thomas

District Manager

4151 Ashford Dunwoody Road, Suite 600

Atlanta, GA 30319

678.878.8958

joe.thomas@abm.com

SKILLS SUMMARY

Manager with a 38-year proven track record of new business development and optimizing corporate administration. Consistently achieved exceptional customer retention and profitability improvement. Effected strategic planning utilizing P&L and budget appraisal to maximize profits. Outstanding organizational leadership in building successful performance-oriented operational teams.

EMPLOYMENT

ABM District Manager Atlanta, GA	2011– Present
ICS contract Services Area Manager Atlanta, GA	2007 - 2011
General Building Maintenance General Manager Atlanta, GA	2006 - 2007

EDUCATION

University of South Carolina

ESSENTIAL FUNCTIONS

- Successfully managed over 40 direct reports overseeing a staff of 1K.
- Consistent record of increasing revenues and bottom-line profits.
- History of analytical operations to documented cost savings.



Gene DiResta

District Manager

4151 Ashford Dunwoody Road, Suite 600
 Atlanta, GA 30319
 770.206.0169
 gene.diresta@abm.com

SKILLS SUMMARY

Background encompasses extensive experience and major accomplishments in the following significant areas. Design, implement, and refine management systems, administrative policies, and operational procedures in corporate environments, with special experience/expertise in janitorial management. Troubleshooting actual and potential problem areas and implementing viable solutions to ensure maximum efficiencies and bottom-line profit. Coordinated diverse and detailed aspects of long range and day-to-day operations and support staff, with experience in union negotiations and dealings.

EMPLOYMENT

ABM District Manager Atlanta, GA	2004– Present
OneSource Facilities Services Manager Queens, NY Project	2002 - 2004
OneSource Facilities Services Manager New York, New York Project	1999 - 2002

ESSENTIAL FUNCTIONS

- Coordinate sales and service activities within assigned accounts in accordance with policies, principles, and procedures established by ABM.
- Review service costs and quality and modify service and inventory control programs to maintain and enhance the profitable operation of assigned accounts.
- Retain customers at or above the current ABM retention rate standard.



James M. Matthews, Jr.

Site Manager

4151 Ashford Dunwoody Road, Suite 600
Atlanta, GA 30319
6770.434.5169
James.matthews@abm.com

SKILLS SUMMARY

Over thirty years in aviation and commercial building services management and training roles.

PROFESSIONAL ACHIEVEMENT

Managing multiple Class, A commercial cleaning operations for ICS Contract Services, Inc. and Safety Coordinating/Project Manager for ABM Industries.

Facilitated contract specifications between All Points, Inc. and the Federal Governments Federal Court Buildings in the Southeastern part of the United States.

Managed Health Care Operations for the Seven States, including the District of Columbia, which covered a portfolio of over six million dollars annually.

TRAINING

Developed and delivered training materials for new personnel. Wrote new procedures for specialized aviation personnel. Led management team in system-wide design and performance tracking procedures, resulting in 35% improved cargo handling/OSHA Trained Certification.

HIGHLIGHTS

- Assigned to numerous special projects for station procedural improvements.
- Demonstrated ability in oral and written communication - trained management.
- Structure and delivery of performance appraisals.
- Four-time BOMA winning entry in the BOMA Atlanta Toby Award.



Machiko Stansberry.

Supervisor
 4151 Ashford Dunwoody Road, Suite 600
 Atlanta, GA 30319
 404.552.1314
 machiko.stansberry@abm.com

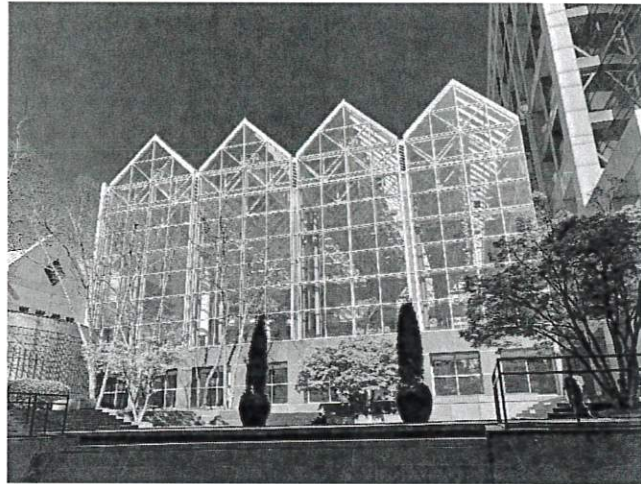
EMPLOYMENT	ABM Supervisor Fulton County Government Center Atlanta, GA	2019 - Present
	Fulton County Senior Center Cleaner Atlanta, GA	2014 - 2019
	GBA Cleaner Atlanta, GA	2013 - 2014
	Race – Trac Cleaner Atlanta, GA	2006 - 2013
	Winn Dixie Customer Service Manager Atlanta, GA	2006 - 2013 2013 - 2014
EDUCATION	South Atlanta High School Atlanta, GA	

d.Section 4 - Relevant Project Experience

Similar Clients

ABM provides services to municipal, county, and government buildings across the country. This includes facilities such as libraries, government offices, town halls/ city halls, public health centers, community/senior centers, fire stations, police stations, etc. Below is a sampling of those clients:

- City of Virginia Beach, VA
- Governors Island, NY
- City of Chicago, IL
- City of San Diego, CA
- City of Portland, OR
- City of Corpus Christi, TX
- Galveston County, TX
- City of West Hollywood, CA
- County of Sonoma, CA
- Tacoma Fire Department, WA
- City of Newport Beach, CA
- City of Phoenix, AZ
- State of Washington DMV, WA




Associations

ABM is an active, long-term member and participant in the following organizations:


- Building Services Contractors Association International (BSCAI)
- Community Association Institute (CAI)
- Energy Star Partner (ES)
- International Crime Free Association (ICFA)
- International Downtown Association (IDA)
- International Facility Management Association (IFMA)
- International Sanitary Supply Association (ISSA)
- National Facilities Management & Technology (NFMT)
- US Green Building Council (USGBC)

References


Reference	Georgia Pacific	
Location	133 Peachtree St., NE, Atlanta GA	
Client Contact	Virginia Ferguson / General Manager	
Phone / E-mail	404.585.4502 / virginia.ferguson@transwestern.com	
Sq Ft.	1,567,011 sq. ft.	
Start Date	2002	
Services	Janitorial	



Reference	Atlanta Financial Center	
Location	3353 Peachtree Street, Atlanta GA	
Client Contact	Meagan McSherry	
Phone / E-mail	404.266.4942 / meagan.mcsherry@transwestern.com	
Sq. Ft.	700,000 sq. ft.	
Start Date	2007	
Services	Janitorial	



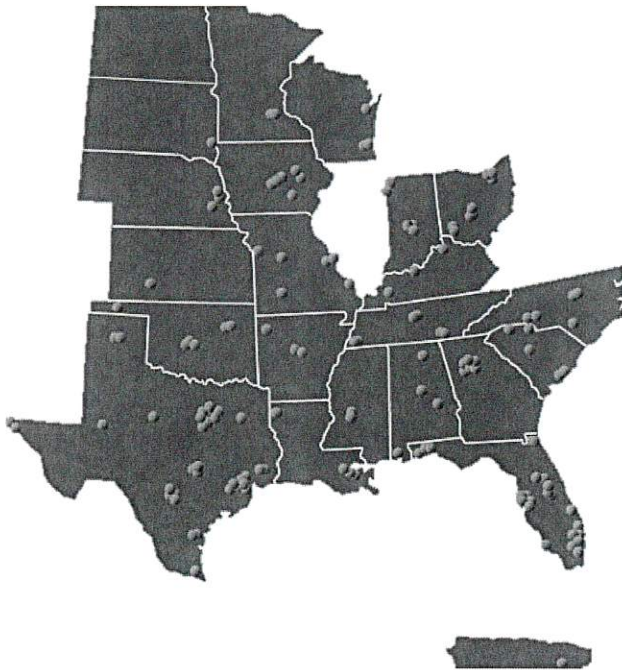
Reference	Federal Reserve Bank of Atlanta	
Location	1000 Peachtree St, NE Atlanta	
Client Contact	William Belcher / Facility Manager	
Phone / E-mail	404.498.8667 / william.h.belcher@atl.frb.org	
Sq. Ft.	648,00 sq. ft.	
Start Date	2013	
Services	Janitorial	



Central Region

Regional Office Information:
 1776 Yorktown Street, Suite 800
 Houston, TX 77056
 Telephone: 713.928.5344
 Fax: 713.843.2387

Square Footage Cleaned: 578.975 million SF
 Number of Employees: 24,779
 Number of Customers: 5,892
 Annual Sales: \$636.92 million



Branch Offices

Birmingham, AL	St. Louis, MO
Huntsville, AL	Charlotte, NC
Montgomery, AL	Ralston, NE
Little Rock, AR	Cincinnati, OH
Jacksonville, FL	Cleveland, OH
Jupiter, FL	Columbus, OH
Miami, FL	Oklahoma City, OK
Orlando, FL	Tulsa, OK
Pensacola, FL	Gurabo, Puerto Rico
Pompano Beach, FL	Greenville, SC
Sanford, FL	Sioux Falls, SD
Tampa, FL	Chattanooga, TN
Villages, FL	Memphis, TN
Atlanta, GA	Nashville, TN
Columbus GA	Abilene, TX
Cedar Rapids, IA	Amarillo, TX
Des Moines, IA	Austin, TX
Marshalltown, IA	Corpus Christi, TX
Waterloo, IA	Dallas, TX
Indianapolis, IN	El Paso, TX
St. John, IN	Fort Worth, TX
Louisville, KY	Houston, TX
Metairie, LA	Midland, TX
Shreveport, LA	San Antonio, TX
Minneapolis, MN	Tyler, TX
Kansas City, MO	Green Bay, WI
Springfield, MO	Milwaukee, WI

EXHIBIT 1

BONDING FORMS

- **BID BOND**
- **PAYMENT BOND**
- **PERFORMANCE BOND**

BID BOND

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

**STATE OF GEORGIA
COUNTY OF FULTON**

KNOW ALL MEN BY THESE PRESENTS, THAT WE ABM Industry Groups, LLC

hereinafter called the PRINCIPAL, and Arch Insurance Company

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

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

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

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

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

Enclosed is a Bid Bond in the approved form, in the amount of _____

Five Percent of the Amount Bid _____ Dollars

(\$ _____ 5% _____) being in the amount of five percent (5%) of the Contract Sum.

The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 18th day of October, 2022

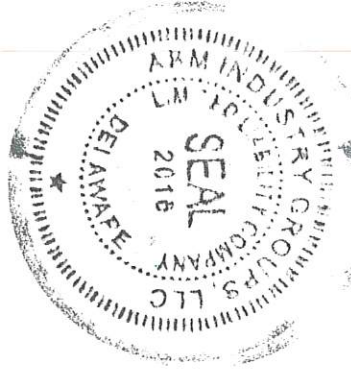
ATTEST:

ABM Industry Groups, LLC
PRINCIPAL

Chris Ridge, Manager Insurance Services

(SEAL)

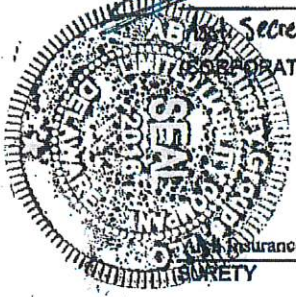
BY Chris Ridge



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jacob A. Thomas, ^{Ast.} certify that I am the Secretary of the Corporation named as principal in the within bond; that Chris Ridge, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

Jacob A. Thomas
Secretary
(CORPORATE SEAL)



The Insurance Company
SURETY

Jacqueline Rose Susco, Attorney-in-Fact
(SEAL)

BY Jacqueline Rose Susco

END OF SECTION

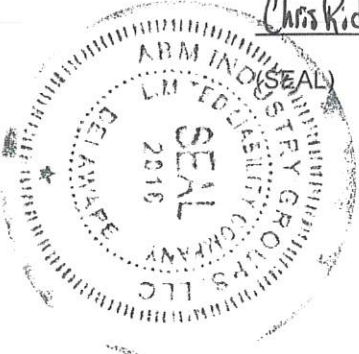
IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 18th day of October, 2022

ATTEST:

ABM Industry Groups, LLC
PRINCIPAL

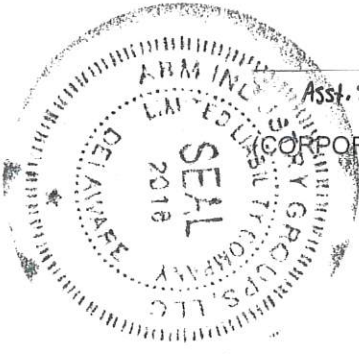
Chris Ridge, Manager Insurance Services

BY Chris Ridge



CERTIFICATE AS TO CORPORATE PRINCIPAL

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



Asst. Secretary
(CORPORATE SEAL)

Arch Insurance Company
SURETY

Jacqueline Rose Susco, Attorney-in-Fact
(SEAL)

BY Jacqueline Rose Susco

END OF SECTION



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aimee R. Perondine, Alexis Apostolidis, Amanda Pierina D'Angelo, Bethany Stevenson, Brendan Fletcher, Bryan M. Caneschi, Cassandra Baez, Donna M. Planeta, Eric Strba, Gentry Stewart, Jacqueline Rose Susco, Jennifer Gail Godere, Joshua Sanford, Kathryn Pryor, Kristopher Pisano, Melissa Stanton, Michelle Anne McMahon, Nicholas Turecamo and Rebecca M Josephson of Hartford, CT (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

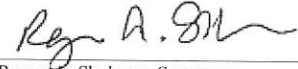
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **14th** day of **April, 2022**.

Attested and Certified

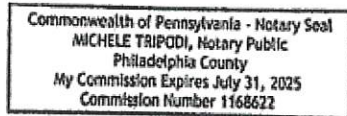

Regan A. Shulman, Secretary

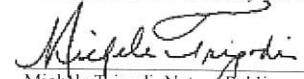


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS**

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 14, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th day of October 2022.


Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*



PAYMENT BOND

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

"Project:" means 22RFP135756C-GS, Janitorial Services for Fulton County Government Center

"Principal:" (Legal Name and Business Address),
called the ABM Industry Groups, LLC (hereinafter
"Principal")
4151 Ashford Dunwoody Road, Suite 600
Atlanta , GA 30319

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

"Surety:" (Name and Business Address) Travelers Casualty and Surety Company of America
ONE TOWER SQUARE
HARTFORD, CT 06183
duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 1st day of May, 2023, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] Eight Hundred One Thousand One Hundred Twenty Five and 14/100 Dollars (\$801,125.14)

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this 21st day of June, 2023.

PRINCIPAL: ABM Industry Groups, LLC

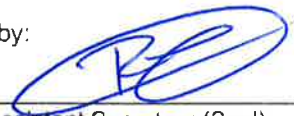


President/Vice President (Sign)

Gentry Stewart, Attorney-in-Fact


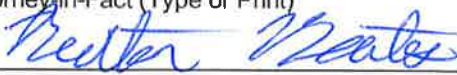
President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)
Rhonda Tischofer, Witness

SURETY: Travelers Casualty and Surety Company of America

By: 
Attorney-in-Fact (Sign)
Amanda P D'Angelo, Attorney-in-Fact
Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)
Burton Bates, Witness



PERFORMANCE BOND

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

"Project:" means 22RFP135756C-GS, Janitorial Services for Fulton County Government Center

"Principal:" (Legal Name and Business Address), ABM Industry Groups, LLC (hereinafter called the "Principal"]

4151 Ashford Dunwoody Road, Suite 600

Atlanta, GA 30319

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

"Surety:" (Name and Business Address) Travelers Casualty and Surety Company of America
ONE TOWER SQUARE
HARTFORD, CT 06183

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

"Contract:" Agreement between Principal and Owner, dated 1st day of May, 2023, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] Eight Hundred One Thousand One Hundred Twenty Five and 14/100 Dollars (\$801,125.14)

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this 21st day of June, 2023.

PRINCIPAL: ABM Industry Groups, LLC



President/Vice President (Sign)

Gentry Stewart, Attorney-in-Fact

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

Rhonda Tischofer, Witness

SURETY: Travelers Casualty and Surety Company of America

By:



Attorney-in-Fact (Sign)

Amanda P D'Angelo, Attorney-in-Fact

Attorney-in-Fact (Type or Print)



END OF SECTION



Jessica Morgan

Senior Vice President Risk and Safety

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

678-673-1729 (Cell)

866-247-3060 (Efax)

jessica.morgan@abm.com

April 5, 2023

DELEGATION OF Authority

The undersigned, Dean Chin, Senior Vice President, Chief Accounting Officer, Controller & Treasurer, pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by ABM Industries Incorporated on April 5, 2023, hereby authorizes:

Brendan Fletcher - Accommodation Surety Client Services Specialist
Lisa Pless - Surety Client Services Team Lead
Chaun Wilson - Surety Client Services Specialist
Gentry Stewart - Assistant Surety Client Services Specialist
Jennifer Godere - Assistant Surety Client Services Specialist
Amanda D'Angelo - Assistant Surety Client Services Specialist
Jonathan Gleason - Assistant Surety Client Services Specialist
Kathryn Pryor - Assistant Surety Client Services Specialist
Doritza Mojica - Assistant Surety Client Services Specialist
Willis Towers Watson Southeast, Inc.
5 Concourse Pkwy, Suite 1800
Atlanta, GA 30328

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis Towers Watson Southeast, Inc. by the Company that do not exceed Five Million Dollars (\$5,000,000.00) that are necessary and proper in carrying on the business of the Company.

Prior to executing, sealing and delivering any such surety bonds, Willis Towers Watson Southeast, Inc. shall obtain prior approval via e-mail from ABM Industries Incorporated.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the President or any Vice President of ABM Industries Incorporated.

Signed at New York, New York, this 5th day of April, 2023.

A handwritten signature in black ink, appearing to read 'Dean Chin', written over a horizontal line.

Dean Chin

Senior Vice President, Chief Accounting Officer, Controller & Treasurer



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **June**, 20**23**




Kevin E. Hughes, Assistant Secretary

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



Telephone: +1 860-241-4444
Website: wtwco.com
E-mail: johnsondd@wtwco.com

June 21, 2023

ABM

Attn: George Garcia
4151 Ashford Dunwoody Road, Suite 600
Atlanta, GA 30319

RE: **Bond Number: 107790385**
Obligee: Fulton County, Georgia
Description: 22RFP135756C-GS, Janitorial Services for Fulton County Government Center

Attached is the completed document per your request. This was issued based upon the information you provided to our office and we urge you to check all of the information for accuracy (i.e. Power of Attorney, signatures, dates, amounts, description, etc.).

Please verify that the form attached is the form required and complete the execution with the proper signature(s) and seal, if applicable.

If a premium is charged, our invoice will follow under a separate cover. Please note the premium payment for this bond is due upon receipt.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact any member of your Willis Towers Watson Surety Team.

Sincerely,

Danielle Johnson

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.