



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

21ITB128258C-CG

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

For

Department of Real Estate and Asset Management

American Facility Services, Inc.

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CONTRACT AGREEMENT

Contractor: American Facility Services, Inc.

Contract No.: 21ITB128258C-CG - Janitorial Services for Selected Fulton County Facilities
(Group C, D, & G)

Address: 1325 Union Hill Industrial Court Suite A

City, State Alpharetta, GA 30004

Telephone: 770-740-1613

Email: anugent@amfacility.com

Contact: Andrea Nugent,
Proposal Manager

This Agreement made and entered into effective the 1 s t day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **American Facility Services, Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform and furnish all materials, labor, tools, equipment and appurtenances necessary for Janitorial Services for Selected Fulton County Facilities (Groups C, D & G), hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

X. Exhibit H: Payment & Performance Bonds (if applicable)

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **January 19, 2022**, Board of Commissioners approval item # **22-0058**.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform and furnish all materials, labor, tools, equipment and appurtenances necessary for Janitorial Services for Selected Fulton County Facilities (Groups C, D & G). All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to

transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this

Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. . If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed Two Hundred Sixty Seven Thousand, Six Hundred Seven Dollars and No Cents, which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

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

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

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

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

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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

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

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

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

18.4 Separate Counsel.

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

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with

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

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
141 Pryor Street, S.W. 6th Floor
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Andrea Nugent
Proposal Manager
American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004
770-740-1613 x205

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

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

promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

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

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number

- d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
 - b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

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

ARTICLE 34. TAXES

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

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

AMERICAN FACILITY SERVICES, INC.

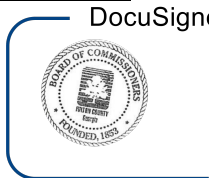
DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert
Board of Commissioners

DocuSigned by:
Kevin McLann
F75AE4D66E12455...
President

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC470C24637648D...
Tonya R. Grier
Clerk to the Commission
(Affix County Seal)



DocuSigned by:
Andrea Nugent
BD8292041727409...
Secretary/
Assistant Secretary
(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:
Denval Stewart
2277AZCEE73F4E4...
Office of the County Attorney

DocuSigned by:
Andrea Nugent
BD8292041727409...
Andrea Lorraine Nugent
02/22/2022

APPROVED AS TO CONTENT:

DocuSigned by:
Joseph Davis
B29364A88008422...
Real Estate and Asset Management



ADDENDA

Questions & Answers - 1

Solicitation 21ITB128258C-CG - Janitorial Services for Selected Fulton County Facilities
(Group C, D, & G)

Buying Organization Fulton County Government

No	Question/Answer	Question Date
Q2	<p>Question: Subcontract</p> <p>Hello and Good Afternoon/Evening</p> <p>My name is Niquia and I am the Owner of E&K Janitorial Services. I am interested in a Subcontracting Opportunity. My question is what would I need to do in order to be considered?</p> <p>Answer: Good Morning! You will need to download the ITB and submit the bid with the required documents through BidNet. All of the information and instructions are included in the bid. Bids will only be accepted through BidNet. The department will award the bid/contract to the selected vendor/vendors after the bid has closed.</p>	03/25/2021

Questions & Answers - 2

Solicitation 21ITB128258C-CG - Janitorial Services for Selected Fulton County Facilities
(Group C, D, & G)

Buying Organization Fulton County Government

No	Question/Answer	Question Date
Q1	<p>Question: Janitorial</p> <p>Good afternoon what would the hours be to clean each building? How the cleaner have access into the facilities? I'm a new entrepreneur but not new to the cleaning world, how long would one have to be in business to gain these contracts?</p> <p>Answer: 1. Hours of operation may vary. Please read 21ITB128258C-CG; Section 2, Bid Form, Hours of Operation. Also, thoroughly read Section 4, Scope of Work and Technical Specifications. It is highly recommended that bidders visit all facilities on which they are bidding before submitting a bid. Failure to make such a visit will not relieve bidder of the responsibility to: 1) Submit a complete bid in proper form, or 2) Properly clean a facility if awarded.</p> <p>2. The County will provide the awarded Vendor with security codes, keys and swipe cards to enter their assigned facilities.</p> <p>3. Please read 21ITB128258C-CG; Section 4, Scope of Work and Technical Specifications, Service Requirements, 1. Bidder's Qualifications.</p>	03/25/2021
Q3	<p>Question: Current Price</p> <p>Who is current vendor and contracted price?</p> <p>Answer: The current Vendors are as follows: Diversified Maintenance (Grp C); A-Action Janitorial (Grp D); Diversified Maintenance (Grp G); I am not at liberty to reveal their contracted price.</p>	03/26/2021
Q4	<p>Question: Previous Bid Tab for current contract</p> <p>Can you provide Bid Tabulation with prices for current contract?</p> <p>Answer: You must obtain the Bid Tabulation from Purchasing and Contract Compliance.</p>	03/26/2021

No	Question/Answer	Question Date
Q5	<p>Question: 21ITB128258C-CG Good Morning,</p> <p>Angela Ghani with Imagann Facility Support Services, Inc please provide us with the following questions concerning the subjected ITB:</p> <ol style="list-style-type: none"> 1. Who is the Incumbent Cleaning Company? 2. What is the Incumbent annual pricing? 3. Is the Scope of Work and Frequency of service the same as incumbent contract? <p>Thank you in advance and we look forward to receiving the answers and submitting a bid proposal to service the Fulton County Facilities (Group C, D, & G).</p> <p>Respectfully,</p> <p>Angela Ghani Senior Administrator</p> <p>Answer: 1. Group C—Diversified Maintenance; Group D—A-Action Janitorial; Group G—Diversified Maintenance 2. I am not at liberty to reveal their contracted price. You may obtain pricing information from the Bid Tabulation Sheet that has been provided by Purchasing and Contract Compliance. Be advised, Bid Properly—provide what it would cost for YOU to meet the requirements of the ITB. 3. Yes; however, Fulton County reserves the right to modify the listing of the services required, at any time before, during or after the award of this package.</p>	03/30/2021
Q6	<p>Question: Current Janitorial Staff Does the current janitorial staff have the option to stay on with the new company?</p> <p>Answer: Yes; if they are qualified and are properly hired by the new company. They also have the option to leave with the old company with no ramifications.</p>	03/31/2021
Q7	<p>Question: Flooring Types Can you provide a breakdown of how much carpet vs. hard flooring there is at each location? Of the hard flooring, how much is hardwood, stone, etc.?</p> <p>Answer: No. This information cannot be provided.</p>	03/31/2021
Q8	<p>Question: Foot Traffic & Restroom/Water Fountain Count Approximately how many people visit each location daily? Also, how many bathrooms and water fountains are at each location?</p> <p>Answer: We don't know how many people visit each location daily. I don't readily have available the number of bathrooms and water fountains that are at each location. It is highly recommended that bidders visit all facilities on which they are bidding before submitting a bid. Failure to make such a visit will not relieve bidder of the responsibility to : 1) Submit a complete bid in proper form, or 2) Properly clean a facility if awarded.</p>	03/31/2021

No	Question/Answer	Question Date
Q9	<p data-bbox="250 159 602 180">Question: Previous Bid Tabulation</p> <p data-bbox="250 195 1214 247">Is the bid tabulation from the current or previous contract available for public viewing? If so, where can we access it?</p> <p data-bbox="250 296 1167 359">Answer: The Bid Tabulation Sheet (#17ITB109620C-BKJ) is from the current contract. You must obtain the Bid Tabulation from Purchasing and Contract Compliance.</p>	03/31/2021

Questions & Answers - 3

Solicitation 21ITB128258C-CG - Janitorial Services for Selected Fulton County Facilities
(Group C, D, & G)

Buying Organization Fulton County Government

No	Question/Answer	Question Date
Q10	<p>Question: Georgia Security and Immigration Contractor Affidavit and Agreement RFP requires bidder to submit with proposal notarized Georgia Security and Immigration Contractor Affidavit and Agreement. However, if bidder does not plan to use a subcontractor, does bidder have to submit a notarized Georgia Security and Immigration Subcontractor Affidavit? Or an Affidavit of Exception? Thank you.</p> <p>Answer: You will still need to submit the Georgia Security and Immigration Subcontractor Affidavit. Please put N/A on the document if you plan to use a subcontractor. All documents that are listed as mandatory are required when submitting the bid.</p>	04/06/2021

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.
Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:
The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Contractor is not selected within 60 days of opening the bids, any Contractor that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.
2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The successful Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
6. The successful Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Contractor, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were Used

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the scope of work below.

ITB # 21ITB128258C-CG

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Description of Project:

To provide general janitorial cleaning for **Group C** which consist of Central, Auburn Research, MLK, Peachtree, and Mechanicsville libraries, **Group D** (North Libraries) which consist of 15 libraries and **Group G** (North & Central Senior Centers) which consist of 7 total senior centers (3- multipurpose centers and 4 neighborhood centers) for the Department of Real Estate and Asset Management.

Scope of Work Summary:

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

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

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

ITB # 21ITB128258C-CG

**Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications**

All bidders shall bid on the required cleaning for each group on which they desire to bid. Note that not all services apply to all facilities (e.g. most facilities do not include a locker room). It is the bidder's responsibility to ensure that their bid for any facility has been calculated to include all appropriate services.

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

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

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

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

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

Definitions

BOMA - Building Owners and Manger Association

Days - "Days" shall mean calendar days.

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

ITB # 21ITB128258C-CG

**Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications**

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

Weekly- The task will be performed once each week. If required more than one time per week (but less than daily), indicate number of times. (e.g. “2 x Weekly” or “2/Week” if task is to be done twice a week). If task will be done on specific day(s) of week, this will be detailed in the final work schedule as agreed with the Contract Administrator.

GCIC- Georgia Criminal Investigation Checks

NCIC- National Crime Information Center

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

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

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

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

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

BIDDER’S ORGANIZATION

- Each Contractor shall demonstrate its ability to organize and manage janitorial projects at multiple sites.
- Each Contractor shall graphically illustrate the position of the Account Executive for this contract in the overall corporate organization. The Contractor shall include a current resume of the Account Executive, Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people.
- Each Contractor shall show how corporate support is to be provided to the project.

ITB # 21ITB128258C-CG

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

Scope of Work and Technical Specifications

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

TRAINING

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

KEY CONTROL AND SECURITY PLAN

- The bidders must include a plan showing how they will handle and control keys issued to them as well as electronic security codes made known to them under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. The successful Contractor shall be responsible for all keys issued to them. The contracted vendor will replace all lost keys and broken keys at vendor's expense. In the event

ITB # 21ITB128258C-CG

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications

the loss of keys requires lock replacement, the cost of replacing locks of similar security requirements will also be charged to the vendor. In facilities with electronic alarms systems, the contracted vendor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees. Employees must sign in and out utilizing a Staff Security Sign-in Sheet where guards aren't on duty. Employees must sign in and out with security in facilities where guards are in place. Security may inspect bags at any time.

PILFERAGE OF ITEMS AND VANDALISM

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

THE USE OF SUBCONTRACTORS

- The successful Contractor(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. All employee records must be maintained by the Contractor and Subcontractor for a minimum of 3 years and accessible to Fulton County.

The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

ITB # 21ITB128258C-CG

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

Scope of Work and Technical Specifications

- **In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the subcontractor's work and shall be performed by Contractor working directly for the County.**

QUALITY CONTROL PLAN

- The Contractor must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Fulton County Maintenance Manager or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:
 - A. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.
 - B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
 - C. The Contractor must include in the plan a suitable method for inspecting and recording infrequently performed services.
 - D. The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.
 - E. This plan should include a suitable way to inform the Fulton County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).
 - F. The Contractor must develop a checklist, key control report, quality control report, staff security sign-in sheet, training calendar, periodic schedule, completed projects calendar (See Appendices) acceptable to Fulton County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Fulton County Contract Administrator at the biweekly meetings

ITB # 21ITB128258C-CG

**Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications**

with contractor. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.

- G. The Contractor must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-contractors fail to provide service, or other problems arise.

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

DEFICIENCY REPORTING

- If a cleaning-related deficiency is noted by the County, the Building Services Supervisor for the affected facility will notify the Contractor's Project Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Building Services Supervisor will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.
- The Contractor's Project Manager shall provide a written response to the Building Services Supervisor no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the County's Building Services Manager/Supervisor along with the Contractor's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report.
- When a deficiency in a "periodic service" will not be corrected within the time period stipulated by the Building Services Supervisor, the Contractor must, within two working days, correct the deficiency. The Building Services Supervisor will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.
 1. If deemed an acceptable corrective action and/or time frame by the Building Services Supervisor, the Contractor shall submit a report when the corrective action has been completed.

ITB # 21ITB128258C-CG

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2. If the Building Services Supervisor determines this response is unacceptable, the Building Services Supervisor shall notify the County's Contract Administrator in writing. The Contract Administrator shall follow the steps in this bid document relating to non-performance.
- The Contractor will be allowed to redo a service upon notification. However, Fulton County reserves the right to consider any required repeat service as a failure to perform. The Fulton County Contract Administrator will determine when the level of service has progressed to an unsatisfactory level. Failure to meet any or all of the requirements may result in a deduction of one percent (1%) of Contractors' monthly Invoice.

NON-PERFORMANCE

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

PENALTIES FOR NON-PERFORMANCE

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

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- If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage which has not been properly cleaned.
- The amount withheld shall be calculated daily beginning the day after the stipulated correction date.
- The amount withheld shall be the "cost per cleanable square foot per day" times the number of square feet affected by the deficiency times the number of days the deficiency continues to exist. The amount withheld shall be cumulative.
- Calculation of amount to be withheld shall continue until County's Contract Administrator certifies in writing that deficiency has been cured or until Contractor's Bonding Company has been notified to take appropriate action under the terms and conditions of the Contractor's Performance Bond.
- These factors will be recalculated for renewal years if bid price is different.
- Back charges---Corrective Actions by County or its' Designated Representative.

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

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

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- If a day porter fails to show for all or part of a scheduled assignment, a deduction will be made at the hourly rate. If a County Employee/County Representative is utilized in their absence, then a deduction of their pay rate shall be made for appropriate back charges.
- Contractor's failure to properly perform "Daily" tasks will be penalized by withholding the appropriate amount of money from the relevant invoice along with the appropriate back charges. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good along with the appropriate back charges, if any.
- The safety and welfare of our citizens and the security of all facilities is a top priority throughout Fulton County. Therefore, it is essential that all contracted personnel receive a GCIC and be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. If a contracted employee, who has been issued a Fulton County ID, is found to not have the ID in their possession while working at a County facility, or bring relatives/unauthorized personnel in any County Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:
First Occurrence- Written warning; temporary removal from the building until the proper ID is retrieved, removal of unauthorized personnel, and \$25 fine assessed to the Contractor.
Second Occurrence- Written warning to Contractor requesting that the offender is not allowed to work on Fulton County property and \$50 fine assessed to the Contractor. Also, County may exercise its option to offer the affected facility(s) to the next lowest Contractor if it is considered to be in the best interest and safety of the County.

REMOVAL FOR CAUSE

- If Contractor through any cause shall fail to perform the Janitorial Services as specified in the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this agreement are violated by Contractor, the County shall thereupon have the right to immediately terminate this agreement by written notice to Contractor. Said written notice will be sent via certified mail to Contractor at the last address given to the County by Contractor. Notification is considered complete upon mailing, via certified mail, by County. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.

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- Any decision to invoke the penalties delineated in this section will be made solely by the Director/Deputy Director of the Department of Real Estate and Asset Management of Fulton County, and may be based upon recommendations from the Building Services Manager, and Building Services Supervisors.
- The County reserves the rights to contact Contractor's bonding company to have them take appropriate action under the terms and conditions of the Contractor's performance bond.
- In the event contract is terminated due to breach of this agreement, the County retains all rights to compensation from Contractor for any and all losses resulting from that breach of contract, to include back charges plus punitive damages.

SERVICE REQUIREMENTS

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

1. BIDDER'S QUALIFICATIONS

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

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2. Names, addresses, and phone numbers of at least three (3) individuals who can verify the bidder's ability to perform work of this type and scope.
3. At least one reference must be less than three (3) years old, showing that the Contractor has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion.

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

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

2. PERSONNEL:

A. Employees:

1. Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of employees employed in accordance with established BOMA standards to adequately provide the proper cleaning services to

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meet contractual specifications, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall provide the expected total of employees and/ or hours required to adequately clean the facilities and meet Fulton County standards. Failure by the Contractor to continue to not meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

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

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

3. **Incident Reporting** – All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the

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Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each incident report which the Contractor (or subcontractors at any level) submits to their insurance carriers in regard to incidents and accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the incident or accident occurred. Report of injury must be documented in accordance with OSHA standards, and a copy of the OSHA form 400 shall be immediately forwarded to the Contract Administrator.

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

B. Supervision:

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

3. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

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

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3. Space within the building commensurate with the contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets, where available.

B. Furnished by the Contractor

1. The Contractor shall furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein, and all substances must be used in accordance with manufacturer's recommendations. Once supplies are installed, they become the property of Fulton County. These supplies and materials shall be of a quality and type customarily utilized by other contractors engaged in the profession of providing janitorial services. No later than five days prior to the contract starting date, the contractor shall submit a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in the performance of the work. The Contract Administrator must approve the contractor's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on County property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing CAUTION or WARNING labels) have been furnished to the Contract Administrator. The Contractor shall use recycled products to the greatest extent possible.

Mandatory Chemicals/Supplies

High phenol coefficient germicidal cleaner

Degreaser / germicidal disinfectant

Sanitizers Furniture Polish

Germicides Grafitti Remover

All Purpose Cleaners Gum Remover

Glass Cleaners Carpet Cleaner

Fabric Cleaners Pool Surface Cleaner

Deodorizers Hard Floor Cleaner

Hard Floor Finisher Hard Floor Stripper

Marble/Stone Cleaner Marble/Stone Enhancer

Hardwood Cleaner Hard Wood Wax/Enhancer

2. The Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for

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correcting damage caused by misused materials will be borne by the Contractor.

3. Any material being used which is not achieving desired results will be replaced with a more effective product.
4. All necessary cleaning equipment including power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used for work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within 72 hours. Propane driven equipment is banned.
5. All contracted personnel must be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. Penalties for Non-Performance describes in detail the actions that will apply for non-compliance.

4. SERVICES REQUIRED

A. Restroom Cleaning:

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal, viridical, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied (as many times as necessary), cleaned (washed or wiped as necessary) and

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disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Contractor.

3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.
4. **Restroom cleaning and restocking must be provided as many times as necessary daily to maintain cleanliness.**

B. Floors—Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced.

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

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5. **Floor Finishing:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited.
7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extraction utilizing a method suitable for the type of carpet or rug; remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive fuzziness from the extract process. Dry cleaning methods should be employed whenever appropriate.
9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
10. **Stripping and Refinishing Hardwood/Laminate Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction, or after instruction from Fulton County manager. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
11. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a

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uniform appearance and luster. New finish should not show any stains or spots.

C. General Cleaning

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

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cups where dispensers are provided. Wipe down all surfaces with a disinfectant.

6. **Metal Cleaning and Polishing:** Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust and grime.

D. Waste Removal (As many times as necessary)

10. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily and as many times necessary. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
11. **Recycling Program:** The successful Contractor will work with Fulton County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in

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each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis and as necessary. The plan should include how the respondent will train employees on handling recyclable materials.

E. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas on a daily basis. Wash and steam clean all receptacles used in the collection of food remnants on a quarterly basis and away from food handling areas. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily and as necessary. Trash removal is 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 Vases:** Empty and clean all ashtrays and vases in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

F. Break Room Cleaning:

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

G. Special Areas

1. **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock, Entryways and Steps:** Utilizing a high pressure washer or other appropriate equipment, scrub floors/pavement, loading dock, entryways and steps with a material suitable for cleaning.

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Aforementioned areas floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor/paved surfaces. These areas will be cleaned as necessary.

2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
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. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.
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. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
5. **Pool Deck Cleaning:** Pool Deck is considered clean when all areas are clean and free of dirt, mold and mildew. All surfaces must be thoroughly cleaned and free from encrustation and excess water. All seats and cushions must be cleaned thoroughly and be free from mold and mildew. Pool deck cleaning will also include emptying and cleaning all trash receptacles, inserting new liners, wiping all reflectors and light panels, and cleaning all dressing rooms thoroughly. Return all bath towels and wash cloths to designated area. Periodic pressure washing must be done with chemicals prescribed and provided by Fulton County and/ or its designated representative.

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6. **Medical Area Cleaning:** Contractor must wear gloves at all times while working within the medical area. At no time is the contractor to handle Medical Hazardous Waste. This waste must be handled by a separate medical waste management contractor through the site manager. All cleaning is to be done with a substance/germicide/disinfectant suitable for killing germs and disinfecting, and must be cleaned in accordance with JCAHO standards. All staff cleaning medical areas must be trained in proper use of Personal Protective Equipment and procedures associated with handling hazardous materials.
7. **Beauty Salon:** The Beauty Salon is considered clean when all areas are clean and free of dusts, spots, stains, rust, mold, encrustation and excess moisture. Beauty Salon cleaning includes vacuuming, sweeping, scrubbing, and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, shelves, wash basins and mirrors. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Beauty Salon cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
8. **Kitchen Cleaning—Offices & Restrooms:** Clean all Kitchen Offices and Restrooms in accordance with existing standards described in the bid document.

CLEANING SCHEDULE

Table A - General Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and other trash receptacles, taking contents to designated area. (As many times as necessary)	Daily
2	Clean waste receptacles and replace liners. (As necessary)	Daily
3	Remove refuse from sand urns and clean outside of containers.	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	3 x Weekly
5	Dust window sills and all other surfaces up to 70" high	3 x Weekly
6	Clean all janitorial closets.	Weekly

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Scope of Work and Technical Specifications

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

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

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**Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
 Scope of Work and Technical Specifications**

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

Table D - Floor Care Services to be Performed		Frequency of Service
1	Vacuum all carpeted areas including edges, corners, rugs and all floor matting.	2 x Week
2	Sweep and/or dust mop all non-carpeted areas.	2 x Week
3	Mop spillages in all non-carpeted areas.	Daily
4	Mop all non-carpeted areas	Daily
5	Spot clean all carpeted areas.	Daily
6	Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance.	2 x Weekly
7	Strip and refinish all hard flooring.	2 x Yearly
8	Scrub and re-coat all floors.	2 x Monthly
9	Shampoo and extract all carpeting	3 x Year

Table E - Window Cleaning Services To Be Performed		Frequency of Service
1	Clean all interior window sills and surfaces up to 70".	3 x Week
2	Clean all entrance glass doors and windows, interior and exterior surfaces	Daily
3	Clean all other interior and exterior glass doors and windows.	Quarterly

Table F - Exterior Cleaning To Be Performed		Frequency of Service
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily

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Scope of Work and Technical Specifications

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

Table H – Break-Room Cleaning Services to be Performed		Frequency of Service
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals.	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas.	Daily
6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2 x Weekly
8	Clean exterior of microwave oven, refrigerator & cupboards	2 x Weekly

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

FACILITIES LIST

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

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

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

Central and Auburn Libraries are open seven (7) days a week and require both Day Porter support and night cleaning. MLK, Peachtree, and Mechanicsville Libraries are open six (6) days a week and require night cleaning.

GROUP D
NORTH FULTON LIBRARIES

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

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

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Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
 Scope of Work and Technical Specifications

**GROUP G
 NORTH SENIOR CENTERS**

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.	Less Multipurpose Kitchen
H. G. Darnell	677 Fairburn Road	30331	33,000	27,720	24,019
North Fulton (Warsaw)	1250 Warsaw Road	30076	11,102	9,326	
D. C. Benson	6500 Vernon Woods Road	30328	37,964	31,890	28,767
Dogwood	1953 Bankhead	30318	7,155	6,010	
New Horizons	745 Orr Street	30314	7,000	5,880	

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

CENTRAL SENIOR CENTERS

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

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$267,607.00 (Two Hundred Sixty Seven Thousand, Six Hundred and Seven Dollars and No Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: American Facility Services, Inc.For: **ITB # 21ITB128258C-CG, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**Submitted on April 20, 2021.

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

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

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

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

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

BASE BID AMOUNT (Total Base Bid Amount for each Janitorial Groups C, D & G Original Term-FY2021)

\$ 1,090,669.20

(Dollar Amount In Numbers)

One million, ninety thousand, six hundred sixty nine dollars and twenty cents

(Dollar Amount in Words)

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

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

BASE BID AMOUNT

There are three (3) pricing lines for each Janitorial Group as follows:

- I. Original Term contract term (12 months)
- II. 1st Renewal term (12 months)
- III. 2nd and Final Renewal term (12 months)

\$/Sq. Ft. = The total bid dollar amount divided by the number of cleanable square feet.

HOURS OF OPERATION:

GROUP C: Central and Auburn Libraries are open Monday thru Sunday (7 days a week); however, opening and closing times may vary. These locations require **Day Porter** support and **night cleaning**. **Martin Luther King, Peachtree, and Mechanicsville Libraries** are open Monday thru Saturday and opening and closing times may vary. Required night cleaning only. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

GROUP D: North Fulton Libraries- 15 facilities: Nine (9) libraries marked with * (Alpharetta, Milton, Northeast Regional, Ponce de Leon, Roswell, Sandy Springs, North Fulton Ocee, Northwest Atlanta and East Roswell) are open Monday thru Sunday and require nightly cleaning only. The other six (6) remaining libraries (Buckhead, Dogwood, East Atlanta, Kirkwood, Northside and Adamsville/Collier Heights) are open Monday thru Saturday (6 days a week) and require nightly cleaning only. Opening and closing times may vary and in some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

GROUP G: 7 total facilities: North Senior Centers – 5 facilities (Darnell, North Fulton, Benson, Dogwood and New Horizons) are open Monday thru Friday (5 days a week). **Central Senior Centers-** 2 facilities (Edgewood and Helene Mills)

are open Monday thru Friday (5 days a week). Opening and closing times vary at each facility. **Day Porters and Nightly Cleaning** are required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. The majority of cleaning duties are to be accomplished after facility normal operating hours (Nightly Cleaning). In some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

I. GROUP C – Central, Auburn, Martin Luther King, Peachtree, and Mechanicsville Libraries- (Original Term 2021)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.0706	\$ 17,494.68	12	\$ 209,936.16
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.0800	\$ 4,697.92	12	\$ 56,375.04
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.2000	\$ 693.60	12	\$ 8,323.20
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.1700	\$ 1,399.44	12	\$ 16,793.28
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.1700	\$ 956.76	12	\$ 11,481.12
TOTAL COST FOR JANITORIAL SERVICES					\$ 302,908.80
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 16.00	\$ 128,512.00
Auburn Library	2	251	502	\$ 16.00	\$ 8,032.00
Total Cost Day Porters	34	251	8,534	\$ 16.00	\$ 136,544.00

Total Cost for Group C- (Original Term 2021)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 302,908.80
Total Cost for Day Porter Services for Group C Day Porters	\$ 136,544.00
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 439,452.80

II. GROUP C – Central, Auburn, Martin Luther King, Peachtree, and Mechanicsville Libraries- (1st Renewal Term 2022)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.0706	\$ 17,494.68	12	\$ 209,936.16
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.0800	\$ 4,697.92	12	\$ 56,375.04
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.2000	\$ 693.60	12	\$ 8,323.20
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.1700	\$ 1,399.44	12	\$ 16,793.28
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.1700	\$ 956.76	12	\$ 11,481.12
TOTAL COST FOR JANITORIAL SERVICES					\$ 302,908.80
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 16.00	\$ 128,512.00
Auburn Library	2	251	502	\$ 16.00	\$ 8,032.00
Total Cost Day Porters	34	251	8,534	\$ 16.00	\$ 136,544.00

Total Cost for Group C- (Renewal Term 2022)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 302,908.80
Total Cost for Day Porter Services for Group C Day Porters	\$ 136,544.00
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 439,452.80

III. GROUP C – Central, Auburn, Martin Luther King, Peachtree, and Mechanicsville Libraries- (2nd Renewal Term 2023)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.0706	\$ 17,494.68	12	\$ 209,936.16
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.0800	\$ 4,697.92	12	\$ 56,375.04
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.2000	\$ 693.60	12	\$ 8,323.20
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.1700	\$ 1,399.44	12	\$ 16,793.28
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.1700	\$ 956.76	12	\$ 11,481.12
TOTAL COST FOR JANITORIAL SERVICES					\$ 302,908.80
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 16.00	\$ 128,512.00
Auburn Library	2	251	502	\$ 16.00	\$ 8,032.00
Total Cost Day Porters	34	251	8,534	\$ 16.00	\$ 136,544.00

Total Cost for Group C- (Renewal Term 2023)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 302,908.80
Total Cost for Day Porter Services for Group C Day Porters	\$ 136,544.00
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 439,452.80

I. GROUP D North Libraries- (Original Term 2021)

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

II. GROUP D North Libraries- (1st Renewal Term 2022)

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

III. GROUP D North Libraries- (2nd Renewal Term 2023)

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

I. Group G- North Senior Centers- (Original Term 2021)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.08	\$ 1,921.52		\$ 23,058.24
Premium Event=100				\$ 18.00	\$ 1,800.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.10	\$ 932.60		\$ 11,191.20
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.08	\$ 2,301.36		\$ 27,616.32
Premium Event=100				\$ 18.00	\$ 1,800.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.10	\$ 601.00		\$ 7,212.00
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.10	\$ 588.00		\$ 7,056.00
TOTALCOST					\$ 79,733.76

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 16.00	\$ 64,256.00
North Fulton (Warsaw)	5	251	1,255	\$ 16.00	\$ 20,080.00
D.C. Benson	16	251	4,016	\$ 16.00	\$ 64,256.00
Dogwood	5	251	1,255	\$ 16.00	\$ 20,080.00
New Horizons	5	251	1,255	\$ 16.00	\$ 20,080.00
TOTAL for Day Porters	47	251	11,797	\$ 16.00	\$ 188,752.00

Total Cost for North Senior Centers- (Original Term 2021)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$ 76,133.76
Total Cost for Day Porter Services for North Senior Centers	\$ 188,752.00
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 3,600.00
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 268,485.76

II. Group G- North Senior Centers- (1st Renewal Term 2022)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.08	\$ 1,921.52		\$ 23,058.24
Premium Event=100				\$ 18.00	\$ 1,800.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.10	\$ 932.60		\$ 11,191.20
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.08	\$ 2,301.36		\$ 27,616.32
Premium Event=100				\$ 18.00	\$ 1,800.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.10	\$ 601.00		\$ 7,212.00
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.10	\$ 588.00		\$ 7,056.00
TOTALCOST					\$ 79,733.76

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 16.00	\$ 64,256.00
North Fulton (Warsaw)	5	251	1,255	\$ 16.00	\$ 20,080.00
D.C. Benson	16	251	4,016	\$ 16.00	\$ 64,256.00
Dogwood	5	251	1,255	\$ 16.00	\$ 20,080.00
New Horizons	5	251	1,255	\$ 16.00	\$ 20,080.00
TOTAL for Day Porters	47	251	11,797	\$ 16.00	\$ 188,752.00

Total Cost for North Senior Centers- (1st Renewal Term 2022)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$ 76,133.76
Total Cost for Day Porter Services for North Senior Centers	\$ 188,752.00
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 3,600.00
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 268,485.76

III. Group G- North Senior Centers- (2nd Renewal Term 2023)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.08	\$ 1,921.52		\$ 23,058.24
Premium Event=100				\$ 18.00	\$ 1,800.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.10	\$ 932.60		\$ 11,191.20
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.08	\$ 2,301.36		\$ 27,616.32
Premium Event=100				\$ 18.00	\$ 1,800.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.10	\$ 601.00		\$ 7,212.00
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.10	\$ 588.00		\$ 7,056.00
TOTALCOST					\$ 79,733.76

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 16.00	\$ 64,256.00
North Fulton (Warsaw)	5	251	1,255	\$ 16.00	\$ 20,080.00
D.C. Benson	16	251	4,016	\$ 16.00	\$ 64,256.00
Dogwood	5	251	1,255	\$ 16.00	\$ 20,080.00
New Horizons	5	251	1,255	\$ 16.00	\$ 20,080.00
TOTAL for Day Porters	47	251	11,797	\$ 16.00	\$ 188,752.00

Total Cost for North Senior Centers- (2nd Renewal Term 2023)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$ 76,133.76
Total Cost for Day Porter Services for North Senior Centers	\$ 188,752.00
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 3,600.00
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 268,485.76

I. GROUP G Central Senior Centers (Original Term 2021)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.10	\$ 457.90		\$ 5,494.80
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.08	\$ 2,041.12		\$ 24,493.44
Premium Event=100				\$ 18.00	\$ 1,800.00
TOTALCOST					\$ 31,788.24

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 16.00	\$ 20,080.00
Helene S. Mills	16	251	4,016	\$ 16.00	\$ 64,256.00
Total Cost Day Porters	21	251	5271	\$ 16.00	\$ 84,336.00

Total Cost for Central Senior Centers- Original Term

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 29,988.24
Total Cost for Day Porter Services for Central Senior Centers	\$ 84,336.00
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 1,800.00
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 116,124.24

II. GROUP G Central Senior Centers (1st Renewal 2022)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.10	\$ 457.90		\$ 5,494.80
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.08	\$ 2,041.12		\$ 24,493.44
Premium Event=100				\$ 18.00	\$ 1,800.00
TOTALCOST					\$ 31,788.24

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 16.00	\$ 20,080.00
Helene S. Mills	16	251	4,016	\$ 16.00	\$ 64,256.00
Total Cost Day Porters	21	251	5271	\$ 16.00	\$ 84,336.00

Total Cost for Central Senior Centers- 1st Renewal

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 29,988.24
Total Cost for Day Porter Services for Central Senior Centers	\$ 84,336.00
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 1,800.00
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 116,124.24

III. GROUP G Central Senior Centers (2nd Renewal 2023)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.10	\$ 457.90		\$ 5,494.80
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.08	\$ 2,041.12		\$ 24,493.44
Premium Event=100				\$ 18.00	\$ 1,800.00
TOTALCOST					\$ 31,788.24

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 16.00	\$ 20,080.00
Helene S. Mills	16	251	4,016	\$ 16.00	\$ 64,256.00
Total Cost Day Porters	21	251	5271	\$ 16.00	\$ 84,336.00

Total Cost for Central Senior Centers- 2nd Renewal

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 29,988.24
Total Cost for Day Porter Services for Central Senior Centers	\$ 84,336.00
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 1,800.00
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 116,124.24

GROUP G- Senior Centers

Pricing Recap Janitorial Services			
		North	Central
Original Term		\$ 76,133.76	\$ 29,988.24
1 st Renewal Term		\$ 76,133.76	\$ 29,988.24
2 nd Renewal Term		\$ 76,133.76	\$ 29,988.24
Total All Terms		\$ 228,401.28	\$ 89,964.72
PREMIUM EVENT			
DAY PORTERS			
Original Term		\$ 188,752.00	\$ 84,336.00
1 st Renewal Term		\$ 188,752.00	\$ 84,336.00
2 nd Renewal Term		\$ 188,752.00	\$ 84,336.00
Total All Terms		\$ 566,256.00	\$ 253,008.00
PREMIUM EVENT		\$	\$
Original Term		\$ 3,600.00	\$ 1,800.00
1 st Renewal Term		\$ 3,600.00	\$ 1,800.00
2 nd Renewal Term		\$ 3,600.00	\$ 1,800.00
Total Premium Event		\$ 10,800.00	\$ 5,400.00

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

_____ Five Percent of Amount Bid _____ Dollars

(\$ 5%) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

ADDENDUM #	<u>1</u>	DATED	<u>3/29/21</u>
ADDENDUM #	<u>2</u>	DATED	<u>3/31/21</u>
ADDENDUM #	<u>3</u>	DATED	<u>4/13/21</u>
ADDENDUM #	_____	DATED	_____

BIDDER: American Facility Services, Inc.

Signed by: 
[Type or Print Name]

Title: Vice President

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

Business Phone: 770-740-1613

ITB # 21ITB125258C-CG
Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)

Section 2
Bid Form

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

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

Name	Address
Kevin McCann	1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
Harold Angel	1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

BID BOND
ITB # 21ITB128258C-CG, Janitorial Services for Selected Fulton Facilities
(Groups C, D, & G)

STATE OF GEORGIA
COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, THAT WE American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004

hereinafter called the PRINCIPAL, and Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

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

WHEREAS the PRINCIPAL has submitted to the COUNTY, for ITB # 21ITB128258C-CG,
Janitorial Services for Selected Fulton Facilities (Groups C, D, & G), a Bid;

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

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

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

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

Five Percent of Amount Bid _____ Dollars

(\$ 5%) 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 1st day of April, 2021

ATTEST:

American Facility Services, Inc.
PRINCIPAL
[Signature]

BY Kevin McCann, President

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

[Signature: Harold Angel]
SECRETARY

(CORPORATE SEAL)

Federal Insurance Company
SURETY

[Signature: Mark W. Edwards II]
(SEAL)

BY Mark W. Edwards, II, Attorney-in-Fact

END OF SECTION

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE SURETY

State of Alabama)

) ss

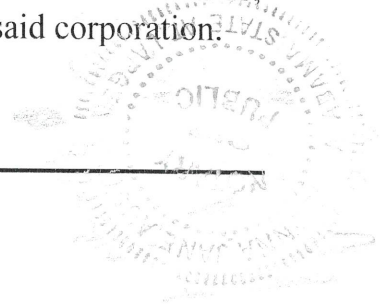
County of Jefferson)

On this 1st day of April, 2021, before me, appeared Mark W. Edwards, II, to me personally known, who, being by me duly sworn, did say that he is the Attorney-In-Fact of Federal Insurance Company, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark W. Edwards, II, acknowledged said instrument to be the free act and deed of said corporation.



Donna Jane Austin, Notary Public, State at Large

My commission expires: March 31, 2022





**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **FEDERAL INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF INDIANA, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

PROPERTY; MARINE AND TRANS; CASUALTY (INCL WORKERS' COMP); SURETY

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, 2021, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 4, 2020

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 2000966
NAIC NUMBER: 20281



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon ss.

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 01, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

114358

EEV/Basic Pilot Program* User Identification Number

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

Vice President
Title of Authorized Officer or Agent of Contractor

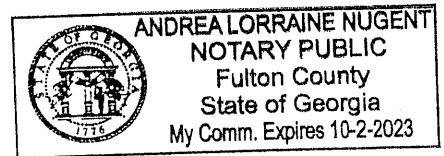
Harold Angel
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 19th day of April, 2021

Notary Public: [Signature of Andrea Lorraine Nugent]

County: Forsyth

Commission Expires: 10/2/23



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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1333985
EEV/Basic Pilot Program* User Identification Number

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

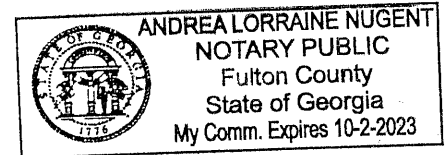
Owner
Title of Authorized Officer or Agent of Subcontractor

Veronica Dugger
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 9th day of April, 2021

Andrea Lorraine Nugent
(Notary Public) (Seal)



Commission Expires: 10/2/23
(Date)

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

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

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business. We have grown from annual revenues of \$23M to over \$50M over the past five years and anticipate the same growth for the future by maintaining, monitoring and improving upon the quality of our services. American Facility Services currently conducts business in nine southeastern states and has over 800 employees, 150 existing clients, and 300 contracts in place. Over the past five years, we have maintained a similar customer base. Our range of customers is wide, from small offices to large contracts with multiple facilities requiring specific considerations and the majority of our customers renew their contracts with us.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

i) no

ii) no

iii) no

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]

ITB # 21ITB128258C-CG

Section 6

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

Purchasing Forms & Instructions

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

On this 19th day of April, 2021

American Facility Services, Inc. 4/19/21
(Legal Name of Proponent) (Date)

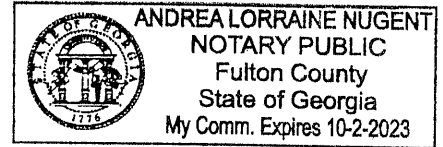
Harold Angel 4/19/21
(Signature of Authorized Representative) (Date)

Vice President
(Title)

Sworn to and subscribed before me,

This 19th day of April, 2021

Andrea Lorraine Nugent
(Notary Public) (Seal)



Commission Expires 10/2/23
(Date)

37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: Fulton County Government Center
 Address: 141 Pryor Street, S.W., Suite G-119, Atlanta, GA 30303
 Contact Person and Title: James Morehead, Building Services Manager
 Phone: 404-612-4446
 Email: james.morehead@fultoncountyga.gov
 Contract Period: 8/2017 - current
 Scope of Work: Day and night cleaning at the Justice Center Tower and 3 other court buildings totaling 1,190,324 SF

REFERENCE TWO

Government/Company Name: City of Atlanta
 Address: 55 Trinity Avenue, SW, Atlanta, GA 30303
 Contact Person and Title: Maurice Calhoun, Facilities Maintenance Supervisor
 Phone: 404-330-6531
 Email: mfcalhoun@atlantaga.gov
 Contract Period: 10/2013 - current
 Scope of Work: Janitorial services for 103 locations for a total of over 2.5M SF

REFERENCE THREE

Government/Company Name: Synovus Bank
 Address: 8025 Westside Parkway, Alpharetta, GA 30004
 Contact Person and Title: : Tim Akins, Procurement Manager
 Phone: 407-839-6208
 Email: timakins@synovus.com
 Contract Period: 2009 - current
 Scope of Work: Janitorial services for 111 locations in GA, FL, and SC totaling over 1,750,000 SF

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

Vice President Title American Facility Services, Inc. Firm Name

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

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

NAME: Harold Angel TITLE: Vice President

SIGNATURE: 

ADDRESS: 1325 Union Hill Industrial Court, Suite A

Alpharetta, GA 30004

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

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

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

ITB/RFP Name & Number: ITB # 21ITB128258C-CG Janitorial Services for Selected Fulton County Facilities

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

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

\$ 872,535.20 or 80 %

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

JV Partner(s) information:

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

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

SUBCONTRACTOR NAME: Phenomenal Janitorial & Maintenance Services Corp.

ADDRESS: 10623 Pine Forest Lane
Jonesboro, GA 30238

EMAIL ADDRESS: veronica.dugger@comcast.net PHONE: 404-447-3644

CONTACT PERSON: Veronica Dugger

ETHNIC GROUP*: AAFBE COUNTY CERTIFIED** not yet

WORK TO BE PERFORMED: Janitorial Services

DOLLAR VALUE OF WORK: \$ 218,134.00/year PERCENTAGE VALUE: 20 %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

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

Total Dollar Value of Subcontractor Agreements: (\$) 218,134.00
--

Total Percentage of Subcontractor Value: (%) 20

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

Signature: *Harold Angel* **Title:** Vice President

Business or Corporate Name: American Facility Services, Inc.

Address: 1325 Union Hill Industrial Court, Suite A

Alpharetta, GA 30004

Telephone: () 770-740-1613

Fax Number: () 770-475-7720

Email Address: anugent@amfacility.com



April 15, 2021

Ms. Consuela Glass
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303-3459

RE: 21ITB128258C-CG Janitorial Services

Dear Ms. Glass,

On behalf of American Facility Services, Inc., I am pleased to submit this as our formal EBO Plan for the janitorial services contract at the designated Fulton County government facilities.

As part of this EBO Plan;

1. We have identified the potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups, which is:
 - a) Janitorial labor

2. Our efforts to encourage and solicit minority and female business utilization in this solicitation were as follows:
 - a) phone calls to minority sub contractors to discuss the labor requirements in detail,
 - b) confirmation of availability of minority sub contractors,
 - c) completion of forms for solicitation package and obtained forms from identified minority sub-contractors for inclusion in the proposal.

Please accept this EBO plan, which includes the completed Exhibits:
Exhibit A – Promise of Non-Discrimination
Exhibit C – Schedule of Intended Subcontractor Utilization

Sincerely,

A handwritten signature in blue ink that reads "Harold Angel".

Harold Angel
Vice President

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

Vice President Title American Facility Services, Inc. Firm Name

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

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

NAME: Harold Angel TITLE: Vice President

SIGNATURE: *Harold Angel*

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

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

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

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

ITB/RFP Name & Number: ITB # 21ITB128258C-CG Janitorial Services for Selected Fulton County Facilities

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

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

\$ 872,535.20 or 80 %

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

JV Partner(s) information:

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

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

SUBCONTRACTOR NAME: Phenomenal Janitorial & Maintenance Services Corp.

ADDRESS: 10623 Pine Forest Lane
Jonesboro, GA 30238

EMAIL ADDRESS: veronica.dugger@comcast.net PHONE: 404-447-3644

CONTACT PERSON: Veronica Dugger

ETHNIC GROUP*: AAFBE COUNTY CERTIFIED** not yet

WORK TO BE PERFORMED: Janitorial Services

DOLLAR VALUE OF WORK: \$ 218,134.00/year PERCENTAGE VALUE: 20 %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

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

Total Dollar Value of Subcontractor Agreements: (\$) 218,134.00
--

Total Percentage of Subcontractor Value: (%) 20

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

Signature: *Harold Angel* **Title:** Vice President

Business or Corporate Name: American Facility Services, Inc.

Address: 1325 Union Hill Industrial Court, Suite A

Alpharetta, GA 30004

Telephone: () 770-740-1613

Fax Number: () 770-475-7720

Email Address: anugent@amfacility.com

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2020

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

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

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: Vera Neville	FAX (A/C, No):
	PHONE (A/C, No, Ext): 404 497-7500	E-MAIL ADDRESS: vneville@mcgriff.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Amerisure Insurance Company		19488
INSURER B : Amerisure Mutual Insurance Company (A Stock Insurer)		1244
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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

COVERAGES **CERTIFICATE NUMBER:**WVHWCAYA **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 21145910001	05/19/2020	05/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 21145900001	05/19/2020	05/19/2021	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			CU 21145920002	05/19/2020	05/19/2021	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 21145890002	05/19/2020	05/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC.		INSURED American Facility Services, Inc.	
POLICY NUMBER		ISSUE DATE: 06/03/2020	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Employment Practices Liability & CRIME- Policy Number 8237-5917
 Carrier: Federal Insurance Company
 Effective Dates: 05/19/2020-05/19/2021

Maximum Aggregate Limit of Liability:
 \$500,000

Limits of Liability:
 Employment Practices Liability Coverage:
 \$500,000

Third Party Liability Coverage:
 \$500,000

Retentions:
 Employment Practices Liability Coverage:
 \$25,000

Third Party Liability Coverage:
 \$25,000

Pending or Prior Proceedings Dates:
 1/7/2010

CRIME:

Limits of Liability:

Employee Theft Coverage: \$250,000

Premises Coverage: \$250,000

In Transit Coverage: \$250,000

Forgery Coverage: \$250,000

Computer Fraud Coverage: \$250,000

Funds Transfer Fraud Coverage: \$250,000

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

Credit Card Fraud Coverage: \$250,000

Client Coverage: \$250,000

Expense Coverage: \$25,000

Retentions: \$5,000 on all except Expense Coverage- NONE

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

A-Action Janitorial Services, Inc.

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

DocuSigned by:
Barbara Storey
25C0B0B4D900475...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Barbara Storey CEO

Please select Attest or Notary from checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Denval Stewart
2277A2CEF73F4E4...

Office of the County Attorney

Fredericka Mitchell Ross

Notary Public

APPROVED AS TO CONTENT:

County: Rockdale

DocuSigned by:
Joseph Davis
B20354A88008422...

Joseph Davis Director
Real Estate and Asset Management

Commission Expires: 3/28/2025

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

RM

ITEM#: <u>2022-0058</u> RCS: <u>1/19/2022</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/14/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 216 South Broad Street Monroe, GA 30655 770 267-4545	CONTACT NAME: Certificate Team		
	PHONE (A/C, No, Ext): 770 267-4545	FAX (A/C, No): 8663172202	
	E-MAIL ADDRESS: certificatesga@mcgriff.com		
INSURED A Action Janitorial Services Inc A-Action New York, LLC PO Box 1046 Lithonia, GA 30058	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Union Insurance Company		25844
	INSURER B : Technology Insurance Company		42376
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA444259042	06/01/2021	06/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPA444259042	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CPA444259042	06/01/2021	06/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4022418	09/10/2021	09/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached forms
CLCG0060 (09/16) - General Liability Contractor's Ultra Plus Endorsement - Georgia
CLCG2012 (09/16) - Additional Insured - Owners, Lessees or Contractors - Completed Operations Coverage - Automatic Status When Required in Construction Agreement With You
CLCG0114 (09/16) - Primary and Noncontributory - Other Insurance Condition (Additional Insured)
(See Attached Descriptions)

CERTIFICATE HOLDER Fulton County Government Department of Real Estate and Asset Management 141 Pryor Road St Atlanta GA 30303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Melissa Padgett</i>
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DESCRIPTIONS (Continued from Page 1)

AICA59 (02/15) - Commercial Automobile Expansion Endorsement

WC000313 (04/84) - Waiver of Our Right to Recover From Others Endorsement

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Barbara Storey, Officer

Stanley Storey, Officer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY CONTRACTOR'S ULTRA PLUS ENDORSEMENT - GEORGIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Included or Limit of Insurance
A.	Medical Payments	\$10,000
B.	Legal Liability - Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Leakage From Automatic Fire Protection Systems)	\$500,000
C.	Property Damage – Elevators	Included
D.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
E.	Coverage for Injury to Leased Workers	Included
F.	Supplementary Payments – Increased Limits 1. Bail Bonds 2. Loss of Earnings	\$3,000 \$1,000
G.	Automatic Additional Insureds – Specified Relationships	Included
H.	Additional Insured - Owners, Lessees or Contractors - Automatic Status	Included
I.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
J.	Extended Property Damage	\$5,000 occurrence \$15,000 aggregate
K.	Limited Contractors Professional Liability	Included
L.	Per Project Aggregate Limit	\$10,000,000
M.	Location Aggregate Limit	\$10,000,000
N.	Knowledge Of Occurrence	Included
O.	Unintentional Omission Or Unintentional Error In Disclosure	Included
P.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
Q.	Incidental Medical Malpractice	Included
R.	Expected or Intended Injury or Damage	Included
S.	Joint Venture/Partnership/Limited Liability Company Coverage	Included
T.	Mobile Equipment Redefined	Included
U.	Liberalization Clause	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

A. MEDICAL PAYMENTS

If **SECTION I - COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit provided by this policy, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, shall be the greater of:
 - a. \$10,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

B. LEGAL LIABILITY - DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you under **Coverage A** is not otherwise excluded from this policy or coverage part, the following provisions applies:

1. Under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.
3. Paragraph **6.** of **Section III - Limits Of Insurance** is deleted and replaced by the following:
 6. Subject to Paragraph **5.** above, the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
 - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;
5. Subparagraph **a.** of definition **9.** "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in the Paragraph **D. Legal Liability - Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

C. PROPERTY DAMAGE - ELEVATORS

- Under **SECTION I - COVERAGE A.2. Exclusions j. Damage To Property:**
- Paragraphs **(3)**, **(4)**, and **(6)** of this exclusion do not apply to the use of elevators.

k. **Damage To Your Product** does not apply to the use of elevators.

D. NON-OWNED WATERCRAFT

1. Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A- Bodily Injury And Property Damage Liability**:

A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not used to carry persons or property for a charge.

E. COVERAGE FOR INJURY TO LEASED WORKERS

Under **SECTION I - COVERAGE A.2. Exclusions**,

With respect to **Exclusion 2.e. Employer's Liability**, the definition of "employee" in the **DEFINITIONS** Section is replaced by the following:

"Employee" does not include a "leased worker" or a "temporary worker".

F. SUPPLEMENTARY PAYMENTS

SECTION I -SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- 1. The limit of insurance in paragraph 1.b. for the cost of bail bonds is increased from \$250 to \$3,000; and
- 2. The limit of insurance in paragraph 1.d. for loss of earnings because of time off from work is increased from \$250 to \$1,000.

G. AUTOMATIC ADDITIONAL INSURED - SPECIFIED RELATIONSHIPS

The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED**:

e. Any person or organization described in paragraph f. below, whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

Such person or organization is an insured provided:

- (1) The written contract, written agreement or permit is:
 - (a) Currently in effect or becomes effective during the policy period; and
 - (b) Executed prior to an "occurrence" or offense to which this insurance would apply.
- (2) They are not specifically designated as an additional insured under any

other provision of, or endorsement added to, this policy.

f. Only the following persons or organizations are additional insureds under this endorsement, and coverage provided to such additional insureds is limited as provided herein:

(1) Managers Or Lessors Of Premises

A manager or lessor of premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant of that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(2) Lessor of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

H. ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization to whom you are obligated by written contract or written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or

- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this policy ends when your operations for that additional insured are completed.

- 2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

- b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in per-forming operations for a principal as a part of the same project.

- 3. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended as follows:

The limits applicable to the additional insured are those specified in the written contract or agreement or the limits stated in the Declarations, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations. The

limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

I. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph 3. of **Section II - Who Is An Insured** is deleted and replaced by the following:

- 3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

- a. Majority interest of more than 50% if you are a corporation;

- b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

- (ii) **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

- (iii) **Section I - Coverage B - Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

- (vi) Coverage only applies for those partnerships who have established a date of formation as

recorded within a written partnership agreement or partnership certificate.

J. EXTENDED PROPERTY DAMAGE

The following is added to **SECTION I - COVERAGE A**

1. For the purposes of this coverage section, Exclusions **j.(4)** and **(5)** are deleted in their entirety, and are replaced by the following:
 - (4)** We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to personal property of others while in the care, custody and control of the insured
 - (5)** That particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
2. The amount we will pay for damages is limited to \$5,000 per occurrence, \$15,000 policy aggregate.
3. The insurance provided by this endorsement does not apply to "property damage" included within the "products-completed operations hazard" or within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard".
4. A deductible of \$250 per claim is applicable to this coverage part. The deductible does not reduce the limit of insurance.

For purposes of the coverage provided by this endorsement the following definitions are added to **SECTION V - DEFINITIONS**:

- a. "Collapse hazard" includes structural property damage: and any resulting "property damage" to any property at any time.
- b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- c. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
- d. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the

ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

K. LIMITED CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I - COVERAGE A** and Paragraph **2. Exclusions** of **SECTION I - COVERAGE B**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph **3.** below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

L. PER PROJECT AGGREGATE LIMIT

1. Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to the insured. The most we will pay under this coverage extension is \$10,000,000 regardless of the number of separate construction projects.

If a construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting

parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

M. LOCATION AGGREGATE LIMIT

1. Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you. The most we will pay under this coverage extension is \$10,000,000 regardless of the number of separate locations.

2. Under **Section V - Definitions**, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of way of a railroad.

N. KNOWLEDGE OF OCCURRENCE

The following is added to paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. A report of an "occurrence", offense, claim or "suit" to:

- (1) You, if you are an individual,
- (2) A partner, if you are a partnership,
- (3) An executive officer or insurance manager, if you are a corporation, or
- (4) A manager, if you are a limited liability company;

is considered knowledge and requires you to notify us of the "occurrence", offense, claim, or "suit" as soon as practicable.

f. We are considered on notice of an "occurrence", offense, claim or "suit" that is reported to your Workers' Compensation insurer for an event which later develops into an "occurrence", offense, claim or "suit" for which there is coverage under this policy. However, we will only be considered on notice if you notify us as soon as you know the claim should be addressed by this policy rather than your Workers' Compensation policy.

O. UNINTENTIONAL OMISSIONS OR UNINTENTIONAL ERROR IN DISCLOSURE

The following is added to paragraph 6. **Representations** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery are waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

Q. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow paragraph 4.b. of **Section IV-Commercial General Liability Conditions**.

R. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion 2.a. **Expected Or Intended Injury of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced entirely with the following:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

S. JOINT VENTURE / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

1. The following is added to **Section II - Who Is An Insured**:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company.

However, this coverage does not apply:

- a. Prior to the termination or end date of any joint venture, partnership or limited liability company;
- b. To a joint venture, partnership or limited liability company which is, or ever was, insured under a “consolidated (wrap-up) insurance program” (also known as an owner-controlled insurance program, O.C.I.P.).

2. With respect to the coverage provided by this section **G. Joint Venture / Partnership / Limited Liability Company Coverage**, the last Paragraph of **Section II - Who Is An Insured** is replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the

conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

3. As used in this endorsement, “consolidated (wrap-up) insurance program” (also known as an owner-controlled insurance program, O.C.I.P.) means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction, erection or demolition project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, sometimes referred to as an a Contractor Controlled Insurance Program (C.C.I.P.)

T. MOBILE EQUIPMENT REDEFINED

Sub-paragraph **f.(1)** of definition **12**. “mobile equipment” of **Section V - Definitions** is entirely replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

U. LIBERALIZATION CLAUSE

The following is added to **Section IV- Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS COVERAGE - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who is An Insured** is amended to include as an additional insured any person or organization, but only when:
1. You have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy except for a contractor/project manager or owner of a construction project in which you are involved that is included in a "consolidated (wrap-up) insurance program"; and
 2. Such written contract or written agreement has been executed prior to the "bodily injury" or "property damage".
- B.** The insurance provided to the additional insured by this endorsement is further limited as follows:
1. That person or organization is an additional insured only for liability for "bodily injury" or "property damage":
 - a. Due to your negligence and specifically caused by "your work" for the additional insured which is the subject of the written contract or agreement; and
 - b. Included within the "products-completed operations hazard".
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement, or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The insurance provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under **DEFINITIONS (Section V)**, as amended by this endorsement, does not apply to "bodily injury" or "property damage" beyond:
 - a. The effective date of any deletion of, any removal of, or any non-continuance of, this additional insured endorsement from this policy, or
 - b. The period of time required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's having rendered or having failed to render any professional services, including, but not limited to:
 - a. The preparation, approval or the failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

As a condition precedent to coverage and/or defense, an additional insured under this endorsement must give us as soon as practicable notice of an "occurrence" which may result in a claim or "suit" under this insurance.

D. With respect to the coverage provided under this endorsement, **SECTION V - DEFINITIONS**: is changed as follows:

1. The definition of "insured contract" is changed by replacing paragraph f. of that definition with the following:

"Insured contract" means:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is specifically caused by "your work" and included in the "products-completed operations hazard". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

2. The following definition is added:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.)

E. This endorsement does not provide coverage for liability resulting from the sole negligence of the additional insured.

A Action Janitorial Services Inc
CPA444259042

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION
(ADDITIONAL INSURED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **(v)** is added to Paragraph **(1)(a)** of Paragraph **b. Excess Insurance** under Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions**, as follows:

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is available to any person or organization who has been added as an additional insured to this policy by endorsement.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part:

1. By your acts or omissions, or the acts or omissions of those acting on your behalf:
 - (a)** In the performance of your ongoing operations; or
 - (b)** In connection with your premises;
2. By your maintenance, operation or use of equipment leased to you by such person or organization; or
3. By “your work” performed for that additional insured and included in the “products-completed operations hazard”;

this insurance shall be primary to and will not seek contribution from the additional insured’s own insurance if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy period, that this insurance be primary and noncontributory as respects liability described in Subparagraph **(1)(a)(v)1.**, **(1)(a)(v)2.** or **(1)(a)(v)3.** above. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Limit or Included
A.	Broadened Named Insured	Included
B.	Additional Insured by Contract or Agreement	Included
C.	Additional Insured- Employees	Included
D.	Extended Coverage- Bail Bonds	\$5,000
E.	Extended Coverage- Loss of Earnings (Per Day)	\$1,000
F.	Fellow Employee Coverage	Included
G.	Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum)	\$75/ \$2,500
H.	Extended Coverage - Air Bags	Included
I.	Physical Damage Coverage- Leased or Financed Autos	Included
J.	Glass Deductible	Included
K.	Extended Coverage- Electronic Equipment	Included
L.	Extended Coverage- Personal Effects	\$500
M.	Towing (Gross Vehicle Weight of 20,000 lbs. or less)	\$100
N.	Physical Damage Coverage - Hired "Autos" 1. Loss of use (Per Day/Maximum)	\$65,000 \$500/ \$3,500
O.	Rental Reimbursement Coverage	\$2,500
P.	Drive Other Car Coverage	Included
Q.	Knowledge of Occurrence	Included
R.	Waiver of Subrogation By Contract or Agreement	Included
S.	Unintentional Omissions	Included
T.	Bodily Injury Re-defined	Included
U.	Employee Hired Auto	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.:**

- d. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- (1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":

- a. Caused by an "accident", and
- b. Resulting from the ownership, maintenance or use of a covered "auto".

- (2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.

- (3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are

not in addition to the Limits of Insurance shown in the Declarations.

- (4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.

- (5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

- (2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **B.5.** does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph **A.4.a.** is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

We will also pay reasonable and necessary expenses to facilitate the return of the stolen “auto” to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. PHYSICAL DAMAGE COVERAGE - LEASED OR FINANCED “AUTOS”

The following is added to **Section III – Physical Damage Coverage,** Paragraph **C.:**

- 4. In the event of a total “loss” to a covered “auto”, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:
 - a. The amount under the Physical Damage coverage section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the “loss”,
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance;
- (5) Carry-over balances from previous loans or leases.

J. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph **D.** is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- 1. “Loss” caused by fire or lightning; or
- 2. “Loss” when you elect to patch or repair glass rather than replace.

K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage,** Paragraph **A.4.:**

- c. Physical Damage coverage on a covered “auto” also applies to “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered “auto” at the time of “loss” or the equipment is removable from a housing unit which is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”.

We will pay with respects to a covered “auto” for “loss” to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage**, Paragraph **A.4.**:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

M. TOWING

Section III – Physical Damage Coverage, Paragraph **A.2.** is deleted and is replaced by the following:

If an "auto" with a Gross Vehicle Weight of 20,000 lbs. or less is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such covered "auto" is disabled.

However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

- 1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
- 2. The most we will pay in any one "loss" is the least of \$65,000, the actual cash value of the "auto" or the cost to repair or replace the

"auto", except that such amount will be reduced by a deductible to be determined as follows:

- a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
- b. No deductible will apply to "loss" caused by fire or lightning.

3. Coverage provided under this extension will:

- a. Be excess over any other collectible insurance you have;
- b. Pay, in addition to the limit set forth in **N.2.** above, up to \$500 per day, not to exceed \$3,500 per "loss" for:
 - (1) Any costs or fees associated with the "loss" to a hired "auto"; and
 - (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

O. RENTAL REIMBURSEMENT COVERAGE

- 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
- 2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following;
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it

takes to locate the covered "auto" and return it to you, or

- b. When the total amount paid under this coverage extension reaches \$2,500.
- 3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Not more than \$75 per day.
- 4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

- 1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
 - a. You, if you are designated in the Declarations as an individual.
 - b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - c. Your members or managers, if you are designated in the Declarations as a limited liability company;
 - d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;

- e. The spouse of any person named in **P.1.a.** through **P.1.d.** while a resident of the same household.

2. The following "autos" are not covered:

- a. Any "auto" owned by a person named in **P.1.a.** through **P.1.d.** or by any member of his or her household.
- b. Any "auto" used by a person named in **P.1.a.** through **P.1.d.** while working in the business of selling, servicing, repairing or parking "autos".
- 3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".
- 4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$100 for Comprehensive Coverage and \$250 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

Q. KNOWLEDGE OF OCCURRENCE

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.2.**:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions**, Paragraph **A.2.b.**:

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions**, Paragraph **A.5.**:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions**, Paragraph **B.2.**:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph **C.** is deleted and replaced by the following:

- C.** "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.
Any person or organization as required by written contract 283.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured A Action Janitorial Services Inc
Insurance Company

Policy No. TWC4022418

Endorsement No.
Premium \$

Countersigned by _____

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**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

21ITB128258C-CG

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

For

Department of Real Estate and Asset Management

A-Action Janitorial Services, Inc.

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ARTICLE 34.	<u>TAXES</u>
ARTICLE 35.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 36.	<u>NON-APPROPRIATION</u>
ARTICLE 37.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

EXHIBIT H: PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)

APPENDICES

CONTRACT AGREEMENT

Contractor: A-Action Janitorial Services, Inc.
Contract No.: 21ITB128258C-CG - Janitorial Services for Selected Fulton County Facilities
(Group C, D, & G)
Address: 6607 Tribble Street
City, State Lithonia, GA 30058
Telephone: 404-771-1818 or 678-526-7421
Email: barbara@aactioninc.com & fredericka@aactioninc.com
Contact: Barbara Storey, CEO and Fredericka Ross, VP of Operations

This Agreement made and entered into effective the 1 s _____t day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **A-Action Janitorial Services, Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform and furnish all materials, labor, tools, equipment and appurtenances necessary for Janitorial Services for Selected Fulton County Facilities (Groups C, D & G), hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

X. Exhibit H: Payment & Performance Bonds (if applicable)

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **January 19, 2022**, Board of Commissioners approval item # **22-0058**.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform and furnish all materials, labor, tools, equipment and appurtenances necessary for Janitorial Services for Selected Fulton County Facilities (Groups C, D & G). All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to

transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this

Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. . If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed Four Hundred Eight Thousand, Four Hundred and Thirty One Dollars and No Cents, which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

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

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

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

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

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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

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

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

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

18.4 Separate Counsel.

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

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with

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

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
141 Pryor Street, S.W. 6th Floor
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Fredericka Ross
P O Box 1046 Lithion GA 30058
Telephone: 678-526-7421
Email: fredericka@aactioninc.com
Attention: Fredericka Ross

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

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

promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

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

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number

- d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
 - b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

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

ARTICLE 34. TAXES

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

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

ADDENDA

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

Forty- Nine thousand one hundred and eight-three dollars and three cents _____ Dollars

(\$ 49,183.03) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

ADDENDUM #	<u>1</u>	DATED	<u>3/29/21</u>
ADDENDUM #	<u>2</u>	DATED	<u>3/31/21</u>
ADDENDUM #	<u>3</u>	DATED	<u>4/13/21</u>
ADDENDUM #	_____	DATED	_____

BIDDER: A-Action Janitorial Service Inc.

Signed by: Barbara Storey
[Type or Print Name]

Title: CEO/President

Business Address: 6607 Tribble Street Lithonia, GA 30058

Business Phone: 678-526-7421

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.
Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:
The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Contractor is not selected within 60 days of opening the bids, any Contractor that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.
2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The successful Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
6. The successful Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Contractor, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were Used

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the scope of work below.

ITB # 21ITB128258C-CG

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Description of Project:

To provide general janitorial cleaning for **Group C** which consist of Central, Auburn Research, MLK, Peachtree, and Mechanicsville libraries, **Group D** (North Libraries) which consist of 15 libraries and **Group G** (North & Central Senior Centers) which consist of 7 total senior centers (3- multipurpose centers and 4 neighborhood centers) for the Department of Real Estate and Asset Management.

Scope of Work Summary:

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

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

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

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**Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications**

All bidders shall bid on the required cleaning for each group on which they desire to bid. Note that not all services apply to all facilities (e.g. most facilities do not include a locker room). It is the bidder's responsibility to ensure that their bid for any facility has been calculated to include all appropriate services.

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

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

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

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

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

Definitions

BOMA - Building Owners and Manger Association

Days - "Days" shall mean calendar days.

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

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**Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications**

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

Weekly- The task will be performed once each week. If required more than one time per week (but less than daily), indicate number of times. (e.g. “2 x Weekly” or “2/Week” if task is to be done twice a week). If task will be done on specific day(s) of week, this will be detailed in the final work schedule as agreed with the Contract Administrator.

GCIC- Georgia Criminal Investigation Checks

NCIC- National Crime Information Center

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

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

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

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

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

BIDDER’S ORGANIZATION

- Each Contractor shall demonstrate its ability to organize and manage janitorial projects at multiple sites.
- Each Contractor shall graphically illustrate the position of the Account Executive for this contract in the overall corporate organization. The Contractor shall include a current resume of the Account Executive, Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people.
- Each Contractor shall show how corporate support is to be provided to the project.

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

Scope of Work and Technical Specifications

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

TRAINING

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

KEY CONTROL AND SECURITY PLAN

- The bidders must include a plan showing how they will handle and control keys issued to them as well as electronic security codes made known to them under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. The successful Contractor shall be responsible for all keys issued to them. The contracted vendor will replace all lost keys and broken keys at vendor's expense. In the event

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

Scope of Work and Technical Specifications

the loss of keys requires lock replacement, the cost of replacing locks of similar security requirements will also be charged to the vendor. In facilities with electronic alarms systems, the contracted vendor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees. Employees must sign in and out utilizing a Staff Security Sign-in Sheet where guards aren't on duty. Employees must sign in and out with security in facilities where guards are in place. Security may inspect bags at any time.

PILFERAGE OF ITEMS AND VANDALISM

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

THE USE OF SUBCONTRACTORS

- The successful Contractor(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. All employee records must be maintained by the Contractor and Subcontractor for a minimum of 3 years and accessible to Fulton County.

The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

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

Scope of Work and Technical Specifications

- **In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the subcontractor's work and shall be performed by Contractor working directly for the County.**

QUALITY CONTROL PLAN

- The Contractor must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Fulton County Maintenance Manager or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:
 - A. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.
 - B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
 - C. The Contractor must include in the plan a suitable method for inspecting and recording infrequently performed services.
 - D. The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.
 - E. This plan should include a suitable way to inform the Fulton County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).
 - F. The Contractor must develop a checklist, key control report, quality control report, staff security sign-in sheet, training calendar, periodic schedule, completed projects calendar (See Appendices) acceptable to Fulton County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Fulton County Contract Administrator at the biweekly meetings

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**Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Scope of Work and Technical Specifications**

with contractor. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.

- G. The Contractor must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-contractors fail to provide service, or other problems arise.

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

DEFICIENCY REPORTING

- If a cleaning-related deficiency is noted by the County, the Building Services Supervisor for the affected facility will notify the Contractor's Project Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Building Services Supervisor will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.
- The Contractor's Project Manager shall provide a written response to the Building Services Supervisor no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the County's Building Services Manager/Supervisor along with the Contractor's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report.
- When a deficiency in a "periodic service" will not be corrected within the time period stipulated by the Building Services Supervisor, the Contractor must, within two working days, correct the deficiency. The Building Services Supervisor will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.
 1. If deemed an acceptable corrective action and/or time frame by the Building Services Supervisor, the Contractor shall submit a report when the corrective action has been completed.

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

Scope of Work and Technical Specifications

2. If the Building Services Supervisor determines this response is unacceptable, the Building Services Supervisor shall notify the County's Contract Administrator in writing. The Contract Administrator shall follow the steps in this bid document relating to non-performance.
- The Contractor will be allowed to redo a service upon notification. However, Fulton County reserves the right to consider any required repeat service as a failure to perform. The Fulton County Contract Administrator will determine when the level of service has progressed to an unsatisfactory level. Failure to meet any or all of the requirements may result in a deduction of one percent (1%) of Contractors' monthly Invoice.

NON-PERFORMANCE

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

PENALTIES FOR NON-PERFORMANCE

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

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Scope of Work and Technical Specifications

- If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage which has not been properly cleaned.
- The amount withheld shall be calculated daily beginning the day after the stipulated correction date.
- The amount withheld shall be the "cost per cleanable square foot per day" times the number of square feet affected by the deficiency times the number of days the deficiency continues to exist. The amount withheld shall be cumulative.
- Calculation of amount to be withheld shall continue until County's Contract Administrator certifies in writing that deficiency has been cured or until Contractor's Bonding Company has been notified to take appropriate action under the terms and conditions of the Contractor's Performance Bond.
- These factors will be recalculated for renewal years if bid price is different.
- Back charges---Corrective Actions by County or its' Designated Representative.

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

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

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Scope of Work and Technical Specifications

- If a day porter fails to show for all or part of a scheduled assignment, a deduction will be made at the hourly rate. If a County Employee/County Representative is utilized in their absence, then a deduction of their pay rate shall be made for appropriate back charges.
- Contractor's failure to properly perform "Daily" tasks will be penalized by withholding the appropriate amount of money from the relevant invoice along with the appropriate back charges. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good along with the appropriate back charges, if any.
- The safety and welfare of our citizens and the security of all facilities is a top priority throughout Fulton County. Therefore, it is essential that all contracted personnel receive a GCIC and be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. If a contracted employee, who has been issued a Fulton County ID, is found to not have the ID in their possession while working at a County facility, or bring relatives/unauthorized personnel in any County Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:
First Occurrence- Written warning; temporary removal from the building until the proper ID is retrieved, removal of unauthorized personnel, and \$25 fine assessed to the Contractor.
Second Occurrence- Written warning to Contractor requesting that the offender is not allowed to work on Fulton County property and \$50 fine assessed to the Contractor. Also, County may exercise its option to offer the affected facility(s) to the next lowest Contractor if it is considered to be in the best interest and safety of the County.

REMOVAL FOR CAUSE

- If Contractor through any cause shall fail to perform the Janitorial Services as specified in the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this agreement are violated by Contractor, the County shall thereupon have the right to immediately terminate this agreement by written notice to Contractor. Said written notice will be sent via certified mail to Contractor at the last address given to the County by Contractor. Notification is considered complete upon mailing, via certified mail, by County. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.

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

Scope of Work and Technical Specifications

- Any decision to invoke the penalties delineated in this section will be made solely by the Director/Deputy Director of the Department of Real Estate and Asset Management of Fulton County, and may be based upon recommendations from the Building Services Manager, and Building Services Supervisors.
- The County reserves the rights to contact Contractor's bonding company to have them take appropriate action under the terms and conditions of the Contractor's performance bond.
- In the event contract is terminated due to breach of this agreement, the County retains all rights to compensation from Contractor for any and all losses resulting from that breach of contract, to include back charges plus punitive damages.

SERVICE REQUIREMENTS

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

1. BIDDER'S QUALIFICATIONS

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

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2. Names, addresses, and phone numbers of at least three (3) individuals who can verify the bidder’s ability to perform work of this type and scope.

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

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

4. Membership in any professional cleaning and/or certifying organization.

5. Training and professional certification of key individuals who will be involved in the Fulton County contract.

2. PERSONNEL:

A. Employees:

1. Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Contractor does not have the appropriate amount of employees employed in accordance with established BOMA standards to adequately provide the proper cleaning services to

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meet contractual specifications, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall provide the expected total of employees and/ or hours required to adequately clean the facilities and meet Fulton County standards. Failure by the Contractor to continue to not meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

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

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

3. **Incident Reporting** – All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the

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Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each incident report which the Contractor (or subcontractors at any level) submits to their insurance carriers in regard to incidents and accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the incident or accident occurred. Report of injury must be documented in accordance with OSHA standards, and a copy of the OSHA form 400 shall be immediately forwarded to the Contract Administrator.

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

B. Supervision:

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

3. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

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

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3. Space within the building commensurate with the contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets, where available.

B. Furnished by the Contractor

1. The Contractor shall furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein, and all substances must be used in accordance with manufacturer's recommendations. Once supplies are installed, they become the property of Fulton County. These supplies and materials shall be of a quality and type customarily utilized by other contractors engaged in the profession of providing janitorial services. No later than five days prior to the contract starting date, the contractor shall submit a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in the performance of the work. The Contract Administrator must approve the contractor's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on County property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing CAUTION or WARNING labels) have been furnished to the Contract Administrator. The Contractor shall use recycled products to the greatest extent possible.

Mandatory Chemicals/Supplies

High phenol coefficient germicidal cleaner

Degreaser / germicidal disinfectant

Sanitizers Furniture Polish

Germicides Grafitti Remover

All Purpose Cleaners Gum Remover

Glass Cleaners Carpet Cleaner

Fabric Cleaners Pool Surface Cleaner

Deodorizers Hard Floor Cleaner

Hard Floor Finisher Hard Floor Stripper

Marble/Stone Cleaner Marble/Stone Enhancer

Hardwood Cleaner Hard Wood Wax/Enhancer

2. The Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for

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correcting damage caused by misused materials will be borne by the Contractor.

3. Any material being used which is not achieving desired results will be replaced with a more effective product.
4. All necessary cleaning equipment including power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used for work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within 72 hours. Propane driven equipment is banned.
5. All contracted personnel must be issued a temporary Fulton County ID Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. Penalties for Non-Performance describes in detail the actions that will apply for non-compliance.

4. SERVICES REQUIRED

A. Restroom Cleaning:

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal, veridical, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied (as many times as necessary), cleaned (washed or wiped as necessary) and

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disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Contractor.

3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.
4. **Restroom cleaning and restocking must be provided as many times as necessary daily to maintain cleanliness.**

B. Floors—Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced.

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

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5. **Floor Finishing:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited.
7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extraction utilizing a method suitable for the type of carpet or rug; remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive fuzziness from the extract process. Dry cleaning methods should be employed whenever appropriate.
9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
10. **Stripping and Refinishing Hardwood/Laminate Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction, or after instruction from Fulton County manager. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
11. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a

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uniform appearance and luster. New finish should not show any stains or spots.

C. General Cleaning

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

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cups where dispensers are provided. Wipe down all surfaces with a disinfectant.

6. **Metal Cleaning and Polishing:** Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust and grime.

D. Waste Removal (As many times as necessary)

10. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily and as many times necessary. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
11. **Recycling Program:** The successful Contractor will work with Fulton County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in

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each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis and as necessary. The plan should include how the respondent will train employees on handling recyclable materials.

E. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas on a daily basis. Wash and steam clean all receptacles used in the collection of food remnants on a quarterly basis and away from food handling areas. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily and as necessary. Trash removal is 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 Vases:** Empty and clean all ashtrays and vases in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

F. Break Room Cleaning:

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

G. Special Areas

1. **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock, Entryways and Steps:** Utilizing a high pressure washer or other appropriate equipment, scrub floors/pavement, loading dock, entryways and steps with a material suitable for cleaning.

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Aforementioned areas floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor/paved surfaces. These areas will be cleaned as necessary.

2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
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. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.
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. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
5. **Pool Deck Cleaning:** Pool Deck is considered clean when all areas are clean and free of dirt, mold and mildew. All surfaces must be thoroughly cleaned and free from encrustation and excess water. All seats and cushions must be cleaned thoroughly and be free from mold and mildew. Pool deck cleaning will also include emptying and cleaning all trash receptacles, inserting new liners, wiping all reflectors and light panels, and cleaning all dressing rooms thoroughly. Return all bath towels and wash cloths to designated area. Periodic pressure washing must be done with chemicals prescribed and provided by Fulton County and/ or its designated representative.

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6. **Medical Area Cleaning:** Contractor must wear gloves at all times while working within the medical area. At no time is the contractor to handle Medical Hazardous Waste. This waste must be handled by a separate medical waste management contractor through the site manager. All cleaning is to be done with a substance/germicide/disinfectant suitable for killing germs and disinfecting, and must be cleaned in accordance with JCAHO standards. All staff cleaning medical areas must be trained in proper use of Personal Protective Equipment and procedures associated with handling hazardous materials.
7. **Beauty Salon:** The Beauty Salon is considered clean when all areas are clean and free of dusts, spots, stains, rust, mold, encrustation and excess moisture. Beauty Salon cleaning includes vacuuming, sweeping, scrubbing, and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, shelves, wash basins and mirrors. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Beauty Salon cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
8. **Kitchen Cleaning—Offices & Restrooms:** Clean all Kitchen Offices and Restrooms in accordance with existing standards described in the bid document.

CLEANING SCHEDULE

Table A - General Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and other trash receptacles, taking contents to designated area. (As many times as necessary)	Daily
2	Clean waste receptacles and replace liners. (As necessary)	Daily
3	Remove refuse from sand urns and clean outside of containers.	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	3 x Weekly
5	Dust window sills and all other surfaces up to 70" high	3 x Weekly
6	Clean all janitorial closets.	Weekly

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

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

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

Table D - Floor Care Services to be Performed		Frequency of Service
1	Vacuum all carpeted areas including edges, corners, rugs and all floor matting.	2 x Week
2	Sweep and/or dust mop all non-carpeted areas.	2 x Week
3	Mop spillages in all non-carpeted areas.	Daily
4	Mop all non-carpeted areas	Daily
5	Spot clean all carpeted areas.	Daily
6	Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance.	2 x Weekly
7	Strip and refinish all hard flooring.	2 x Yearly
8	Scrub and re-coat all floors.	2 x Monthly
9	Shampoo and extract all carpeting	3 x Year

Table E - Window Cleaning Services To Be Performed		Frequency of Service
1	Clean all interior window sills and surfaces up to 70".	3 x Week
2	Clean all entrance glass doors and windows, interior and exterior surfaces	Daily
3	Clean all other interior and exterior glass doors and windows.	Quarterly

Table F - Exterior Cleaning To Be Performed		Frequency of Service
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily

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

Table H – Break-Room Cleaning Services to be Performed		Frequency of Service
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals.	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas.	Daily
6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2 x Weekly
8	Clean exterior of microwave oven, refrigerator & cupboards	2 x Weekly

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

FACILITIES LIST

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

ITB # 21ITB128258C-CG
 Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
 Scope of Work and Technical Specifications

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

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

Central and Auburn Libraries are open seven (7) days a week and require both Day Porter support and night cleaning. MLK, Peachtree, and Mechanicsville Libraries are open six (6) days a week and require night cleaning.

GROUP D
NORTH FULTON LIBRARIES

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

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

ITB # 21ITB128258C-CG

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
 Scope of Work and Technical Specifications

**GROUP G
 NORTH SENIOR CENTERS**

Building Name	Address	ZIP	Total Sq. Ft.	Total Cleanable Sq. Ft.	Less Multipurpose Kitchen
H. G. Darnell	677 Fairburn Road	30331	33,000	27,720	24,019
North Fulton (Warsaw)	1250 Warsaw Road	30076	11,102	9,326	
D. C. Benson	6500 Vernon Woods Road	30328	37,964	31,890	28,767
Dogwood	1953 Bankhead	30318	7,155	6,010	
New Horizons	745 Orr Street	30314	7,000	5,880	

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

CENTRAL SENIOR CENTERS

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

DAY PORTERS

Day porters are normally required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups. The majority of cleaning duties are to be accomplished after facility normal operating hours.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$408,431.00 (Four Hundred Eight Thousand, Four Hundred Thirty One Dollars and No Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: A-Action Janitorial Service IncFor: **ITB # 21ITB128258C-CG, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**Submitted on April 20, 2021.

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

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

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

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

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

BASE BID AMOUNT (Total Base Bid Amount for each Janitorial Groups C, D & G Original Term-FY2021)

\$ 1,391,091.23

(Dollar Amount In Numbers)

One Million Three hundred and Ninty-one Thousand and ninety-one dollars and twenty-three cents
(Dollar Amount in Words)

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

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

BASE BID AMOUNT

There are three (3) pricing lines for each Janitorial Group as follows:

- I. Original Term contract term (12 months)
- II. 1st Renewal term (12 months)
- III. 2nd and Final Renewal term (12 months)

\$/Sq. Ft. = The total bid dollar amount divided by the number of cleanable square feet.

HOURS OF OPERATION:

GROUP C: Central and Auburn Libraries are open Monday thru Sunday (7 days a week); however, opening and closing times may vary. These locations require **Day Porter** support and **night cleaning**. **Martin Luther King, Peachtree, and Mechanicsville Libraries** are open Monday thru Saturday and opening and closing times may vary. Required night cleaning only. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

GROUP D: North Fulton Libraries- 15 facilities: Nine (9) libraries marked with * (Alpharetta, Milton, Northeast Regional, Ponce de Leon, Roswell, Sandy Springs, North Fulton Ocee, Northwest Atlanta and East Roswell) are open Monday thru Sunday and require nightly cleaning only. The other six (6) remaining libraries (Buckhead, Dogwood, East Atlanta, Kirkwood, Northside and Adamsville/Collier Heights) are open Monday thru Saturday (6 days a week) and require nightly cleaning only. Opening and closing times may vary and in some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

GROUP G: 7 total facilities: North Senior Centers – 5 facilities (Darnell, North Fulton, Benson, Dogwood and New Horizons) are open Monday thru Friday (5 days a week). **Central Senior Centers-** 2 facilities (Edgewood and Helene Mills)

are open Monday thru Friday (5 days a week). Opening and closing times vary at each facility. **Day Porters and Nightly Cleaning** are required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. The majority of cleaning duties are to be accomplished after facility normal operating hours (Nightly Cleaning). In some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

I. GROUP C – Central, Auburn, Martin Luther King, Peachtree, and Mechanicsville Libraries- (Original Term 2021)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.05	\$ 12,390.00	12	\$ 148,680.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.10	\$ 5,872.40	12	\$ 70,468.80
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.33	\$ 1,144.44	12	\$ 13,733.28
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.14	\$ 1,152.48	12	\$ 13,829.76
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.20	\$ 1,125.60	12	\$ 13,507.20
TOTAL COST FOR JANITORIAL SERVICES					\$ 260,219.04
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 17.25	\$ 138,552.00
Auburn Library	2	251	502	\$ 17.25	\$ 8,659.50
Total Cost Day Porters	34	251	8,534	\$ 17.25	\$ 147,211.50

Total Cost for Group C- (Original Term 2021)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 260,219.04
Total Cost for Day Porter Services for Group C Day Porters	\$ 147,211.50
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 407,430.54

**II. GROUP C – Central, Auburn, Martin Luther King, Peachtree, and
Mechanicsville Libraries- (1st Renewal Term 2022)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.05	\$ 12,390.00	12	\$ 148,680.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.10	\$ 5,872.40	12	\$ 70,468.80
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.33	\$ 1,144.44	12	\$ 13,733.28
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.14	\$ 1,152.48	12	\$ 13,829.76
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.20	\$ 1,125.60	12	\$ 13,507.20
TOTAL COST FOR JANITORIAL SERVICES					\$ 260,219.04
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 17.25	\$ 138,552.00
Auburn Library	2	251	502	\$ 17.25	\$ 8,659.50
Total Cost Day Porters	34	251	8,534	\$ 17.25	\$ 147,211.50

Total Cost for Group C- (Renewal Term 2022)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 260,219.04
Total Cost for Day Porter Services for Group C Day Porters	\$ 147,211.50
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 407,430.54

III. GROUP C – Central, Auburn, Martin Luther King, Peachtree, and Mechanicsville Libraries- (2nd Renewal Term 2023)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	\$ 0.05	\$ 12,390.00	12	\$ 148,680.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	\$ 0.10	\$ 5,872.40	12	\$ 70,468.80
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	\$ 0.33	\$ 1,144.44	12	\$ 13,733.28
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	\$ 0.14	\$ 1,152.48	12	\$ 13,829.76
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	\$ 0.20	\$ 1,125.60	12	\$ 13,507.20
TOTAL COST FOR JANITORIAL SERVICES					\$ 260,219.04
Day Porters					
Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	32	251	8,032	\$ 17.25	\$ 138,552.00
Auburn Library	2	251	502	\$ 17.25	\$ 8,659.50
Total Cost Day Porters	34	251	8,534	\$ 17.25	\$ 147,211.50

Total Cost for Group C- (Renewal Term 2023)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	\$ 260,219.04
Total Cost for Day Porter Services for Group C Day Porters	\$ 147,211.50
Total Annual Cost for Janitorial Services and Day Porters Services	\$ 407,430.54

I. GROUP D North Libraries- (Original Term 2021)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	\$ 0.18	\$ 2,946.60	12	\$ 35,359.20
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$ 0.17	\$ 885.36	12	\$ 10,624.32
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.17	\$ 1,071.00	12	\$ 12,852.00
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$0.21	\$ 1,323.00	12	\$ 15,876.00
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.18	\$ 3,570.00	12	\$ 45,360.00
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	\$ 0.20	\$ 1,859.60	12	\$ 22,315.20
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	\$ 0.18	\$ 1,718.82	12	\$ 20,625.84
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	\$ 0.16	\$ 1,453.44	12	\$ 17,441.28
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	\$ 0.13	\$ 2,589.73	12	\$ 31,076.76
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	\$ 0.13	\$ 3,323.84	12	\$ 39,886.08
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.11	\$ 2,310.00	12	\$ 27,720.00
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$ 0.14	\$ 1,764.00	12	\$ 21,168.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 398,584.68

II. GROUP D North Libraries- (1st Renewal Term 2022)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	\$ 0.18	\$ 2,946.60	12	\$ 35,359.20
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$ 0.17	\$ 885.36	12	\$ 10,624.32
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.17	\$ 1,071.00	12	\$ 12,852.00
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.21	\$ 1,323.00	12	\$ 15,876.00
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.18	\$ 3,570.00	12	\$ 45,360.00
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	\$ 0.20	\$ 1,859.60	12	\$ 22,315.20
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	\$ 0.18	\$ 1,718.82	12	\$ 20,625.84
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	\$ 0.16	\$ 1,453.44	12	\$ 17,441.28
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	\$ 0.13	\$ 2,589.73	12	\$ 31,076.76
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	\$ 0.13	\$ 3,323.84	12	\$ 39,886.08
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.11	\$ 2,310.00	12	\$ 27,720.00
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$ 0.14	\$ 1,764.00	12	\$ 21,168.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 398,584.68

III. GROUP D North Libraries- (2nd Renewal Term 2023)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	\$ 0.18	\$ 2,946.60	12	\$ 35,359.20
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	\$ 0.17	\$ 885.36	12	\$ 10,624.32
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.17	\$ 1,071.00	12	\$ 12,852.00
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	\$ 0.21	\$ 1,323.00	12	\$ 15,876.00
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.18	\$ 3,570.00	12	\$ 45,360.00
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	\$ 0.20	\$ 1,859.60	12	\$ 22,315.20
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	\$ 0.18	\$ 1,718.82	12	\$ 20,625.84
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	\$ 0.16	\$ 1,453.44	12	\$ 17,441.28
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	\$ 0.13	\$ 2,589.73	12	\$ 31,076.76
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	\$ 0.13	\$ 3,323.84	12	\$ 39,886.08
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.13	\$ 2,730.00	12	\$ 32,760.00
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	\$ 0.11	\$ 2,310.00	12	\$ 27,720.00
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	\$ 0.14	\$ 1,764.00	12	\$ 21,168.00
TOTAL COST FOR JANITORIAL SERVICES					\$ 398,584.68

I. Group G- North Senior Centers- (Original Term 2021)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.23	\$ 5,524.37		\$ 66,292.44
Premium Event=100				\$ 28	\$ 2,800.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.22	\$ 2,051.72		\$ 24,620.64
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.19	\$ 5,465.73		\$ 65,588.76
Premium Event=100				\$ 28	\$ 2,800.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.29	\$ 1,742.90		\$ 20,914.80
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.23	\$ 1,352.40		\$ 16,228.80
TOTALCOST					\$ 199,305.44

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 17.25	\$ 69,276.00
North Fulton (Warsaw)	5	251	1,255	\$ 17.25	\$ 21,648.75
D.C. Benson	16	251	4,016	\$ 17.25	\$ 69,276.00
Dogwood	5	251	1,255	\$ 17.25	\$ 21,648.75
New Horizons	5	251	1,255	\$ 17.25	\$ 21,648.75
TOTAL for Day Porters	47	251	11,797	\$ 17.25	\$ 203,498.25

Total Cost for North Senior Centers- (Original Term 2021)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$ 193,705.44
Total Cost for Day Porter Services for North Senior Centers	\$ 203,498.25
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 199,305.44
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 402,803.69

II. Group G- North Senior Centers- (1st Renewal Term 2022)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.23	\$ 5,524.37		\$ 66,292.44
Premium Event=100				\$ 28	\$ 2,800.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.22	\$ 2,051.72		\$ 24,620.64
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.19	\$ 5,456.73		\$ 65,588.76
Premium Event=100				\$ 28	\$ 2,800.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.29	\$ 1,742.90		\$ 20,914.60
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.23	\$ 1,352.40		\$ 16,228.80
TOTALCOST					\$ 199,305.44

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 17.25	\$ 69,276.00
North Fulton (Warsaw)	5	251	1,255	\$ 17.25	\$ 21,648.75
D.C. Benson	16	251	4,016	\$ 17.25	\$ 69,276.00
Dogwood	5	251	1,255	\$ 17.25	\$ 21,648.75
New Horizons	5	251	1,255	\$ 17.25	\$ 21,648.75
TOTAL for Day Porters	47	251	11,797	\$ 17.25	\$ 203,498.25

Total Cost for North Senior Centers- (1st Renewal Term 2022)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$ 193,705.44
Total Cost for Day Porter Services for North Senior Centers	\$ 203,493.25
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 199,305.44
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 402,803.69

III. Group G- North Senior Centers- (2nd Renewal Term 2023)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	\$ 0.23	\$ 5,524.37		\$ 66,292.44
Premium Event=100				\$ 28	\$ 2,800.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	\$ 0.22	\$ 2,051.72		\$ 24,620.64
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	\$ 0.19	\$ 5,465.73		\$ 65,588.76
Premium Event=100				\$ 28	\$ 2,800.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	\$ 0.29	\$ 1,742.90		\$ 20,914.80
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	\$ 0.23	\$ 1,352.40		\$ 16,288.80
TOTALCOST					\$ 199,305.44

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	\$ 17.25	\$ 69,276.00
North Fulton (Warsaw)	5	251	1,255	\$ 17.25	\$ 21,648.75
D.C. Benson	16	251	4,016	\$ 17.25	\$ 69,276.00
Dogwood	5	251	1,255	\$ 17.25	\$ 21,648.75
New Horizons	5	251	1,255	\$ 17.25	\$ 21,648.75
TOTAL for Day Porters	47	251	11,797	\$ 17.25	\$ 203,498.25

Total Cost for North Senior Centers- (2nd Renewal Term 2023)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	\$ 193,705.44
Total Cost for Day Porter Services for North Senior Centers	\$ 203,498.25
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	\$ 199,305.44
Total Annual Cost North Centers, Porter and Premium Event Services	\$ 402,803.69

I. GROUP G Central Senior Centers (Original Term 2021)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.40	\$ 1,831.60		\$ 21,979.20
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.22	\$ 5,613.08		\$ 67,356.96
Premium Event=100				\$ 28	\$ 2,800.00
TOTALCOST					\$ 92,136.16

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 17.25	\$ 21,648.75
Helene S. Mills	16	251	4,016	\$ 17.25	\$ 69,276.00
Total Cost Day Porters	21	251	5271	\$ 17.25	\$ 90,924.75

Total Cost for Central Senior Centers- Original Term

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 89,336.16
Total Cost for Day Porter Services for Central Senior Centers	\$ 90,924.75
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 92,136.16
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 182,272.32

II. GROUP G Central Senior Centers (1st Renewal 2022)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.40	\$ 1,831.60		\$ 21,979.20
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.22	\$ 5,613.08		\$ 67,356.96
Premium Event=100				\$ 28	\$ 2,800.00
TOTALCOST					\$ 92,136.16

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 17.25	\$ 21,648.75
Helene S. Mills	16	251	4,016	\$ 17.25	\$ 69,276.00
Total Cost Day Porters	21	251	5271	\$ 17.25	\$ 90,924.75

Total Cost for Central Senior Centers- 1st Renewal

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 89,336.16
Total Cost for Day Porter Services for Central Senior Centers	\$ 90,924.75
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 92,136.16
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 182,272.32

III. GROUP G Central Senior Centers (2nd Renewal 2023)

BUILDING	Sq. Ft.	\$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	\$ 0.40	\$ 1,831.60		\$ 21,979.20
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	\$ 0.22	\$ 5,613.08		\$ 67,356.96
Premium Event=100				\$	\$ 2,800.00
TOTALCOST					\$ 92,136.16

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	\$ 17.25	\$ 21,648.75
Helene S. Mills	16	251	4,016	\$ 17.25	\$ 69,276.00
Total Cost Day Porters	21	251	5271	\$ 17.25	\$ 90,924.75

Total Cost for Central Senior Centers- 2nd Renewal

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	\$ 89,336.16
Total Cost for Day Porter Services for Central Senior Centers	\$ 90,924.75
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	\$ 92,136.16
Total Annual Cost Central Centers, Porter and Premium Event Services	\$ 182,272.32

GROUP G- Senior Centers

Pricing Recap Janitorial Services			
		North	Central
Original Term		\$ 193,705.44	\$ 89,336.16
1 st Renewal Term		\$ 193,705.44	\$ 89,336.16
2 nd Renewal Term		\$ 193,705.44	\$ 89,336.16
Total All Terms		\$ 581,116.32	\$ 268,008.48
PREMIUM EVENT			
DAY PORTERS		17.25	17.25
Original Term		\$ 203,498.25	\$ 90,924.75
1 st Renewal Term		\$ 203,498.25	\$ 90,924.75
2 nd Renewal Term		\$ 203,498.25	\$ 90,924.75
Total All Terms		\$ 610,494.75	\$ 272,774.25
PREMIUM EVENT		\$	\$
Original Term		\$ 2,800.00	\$ 2,800.00
1 st Renewal Term		\$ 2,800.00	\$ 2,800.00
2 nd Renewal Term		\$ 2,800.00	\$ 2,800.00
Total Premium Event		\$ 8,400.00	\$ 8,400.00

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

Sixty-nine thousand five hundred and fifty-four dollars and fifty-six cents _____ Dollars

(\$ 69,554.56) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

ADDENDUM #	<u>1</u>	DATED	<u>3/29/21</u>
ADDENDUM #	<u>2</u>	DATED	<u>3/31/21</u>
ADDENDUM #	<u>3</u>	DATED	<u>4/13/21</u>
ADDENDUM #	_____	DATED	_____

BIDDER: A-Action Janitorial Service Inc.

Signed by: Barbara Storey
[Type or Print Name]

Title: CEO/President

Business Address: 6607 Tribble Street Lithonia, GA 30058

Business Phone: 678-526-7421

BID BOND
ITB # 21ITB128258C-CG, Janitorial Services for Selected Fulton Facilities
(Groups C, D, & G)

STATE OF GEORGIA
COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, THAT WE A-Action Janitorial Service Inc

hereinafter called the PRINCIPAL, and Platte River Insurance Company

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of
Nebraska 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 5% of total bid not to exceede:Sixty nine thousand five hundred fifty five and no/100

 Dollars and Cents (\$ 69,555.00) 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 ITB # 21ITB128258C-CG,
Janitorial Services for Selected Fulton Facilities (Groups C, D, & G), a Bid;**

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

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

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

Enclosed is a Bid Bond in the approved form, in the amount of _____
5% of total bid not to exceed: Sixty nine thousand five hundred fifty five and no/100 _____ Dollars

(\$ 69,555.00) 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.

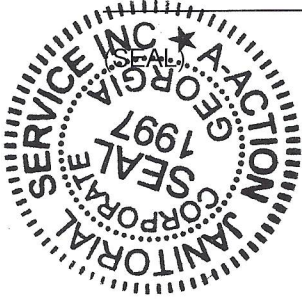
(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 20th day of April, 2021

ATTEST:

A-Action Janitorial Service, Inc
PRINCIPAL

BY Barbara Forey



CERTIFICATE AS TO CORPORATE PRINCIPAL

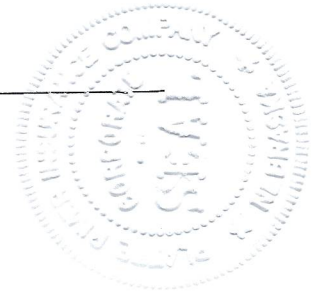
I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of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

SECRETARY
(CORPORATE SEAL)

Platte River Insurance Company
SURETY

Bradford J. Quiri, Attorney-In-Fact
(SEAL)

BY BJQ



END OF SECTION

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2718187

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

BRADFORD J. QUIRI; JEREMY J. CRAWFORD

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED : \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Signatures of Ryan J. Byrnes, Senior Vice President, Chief Financial Officer and Treasurer; and Suzanne M. Broadbent, Assistant Secretary.

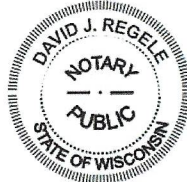


PLATTE RIVER INSURANCE COMPANY

Signature of John L. Sennott, Jr., Chief Executive Officer and President.

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of David J. Regele, Notary Public, Dane Co., WI, My Commission Is Permanent.

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of April, 2021



Signature of Andrew B. Diaz-Matos, Senior Vice President, General Counsel and Secretary.

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

975776
EEV/Basic Pilot Program* User Identification Number

A-Action Janitorial Service Inc.
BY: Authorized Officer of Agent
(Insert Contractor Name)

CEO/President
Title of Authorized Officer or Agent of Contractor

Barbara Storey
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 19th day of April

Notary Public: Cathy Jeanis

County: Henry

Commission Expires: 6/20/22



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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** N/A 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 19th day of April, 2021

Notary Public: Cathy Jeanis

County: Henry

Commission Expires: 6/20/22



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

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

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Barbara Storey
CEO/President
6607 Tribble st,
Lithonia, GA,
30058
51% Ownership

Stanley Storey
CFO
6607 Tribble st,
Lithonia, GA, 30058
49% Ownership

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.

Over the past 5 Years A-Action has grown tremendously completing several Janitorial contracts including MARTA, Hartsfield-Jackson Atlanta International Airport and the Fulton County Government. A-Action has been privileged to also recently Gained contracts for the DeKalb County government, Rockdale County Government as well as Federal contracts in Savannah, GA as well as New Bern South Carolina.

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

We received revenue for the past three year for performing services for group D libraries from Fulton County Government.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 19 day of April, 2021

Barbara Storey 4/19/21
(Legal Name of Proponent) (Date)

Barbara Storey
(Signature of Authorized Representative) (Date)

CEO/President
(Title)

Sworn to and subscribed before me,

This 19th day of April, 2021

Cathy Jeanis _____ (Seal)
(Notary Public)

Commission Expires 6/20/22 _____ (Date)



37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: Dekalb County Government
Address: 4380 Memorial Drive, Decatur GA 30032
Contact Person and Title: Herbea Grant, Supervisor of Facilities Management
Phone: 404-313-3900
Email: hrgrant@dekalbcountyga.gov
Contract Period: July 2020 - June 2025
Scope of Work: We provide full service Janitorial and Maintenance services for Dekalb county government. The total cleanable square footage is over 1 million.

REFERENCE TWO

Government/Company Name: MARTA
Address: 2775 East Ponce de Leon Ave, Decatur GA 30030
Contact Person and Title: Sean Thomas, Contract Supervisor
Phone: 404-848-5894
Email: sthomas@itsmarta.com
Contract Period: Oct 2016 - July 2021
Scope of Work: We provide full service janitorial service and floor maintenance to MARTA North, East, South and West Line stations and police precincts.

REFERENCE THREE

Government/Company Name: Fulton County Government
Address: 141 Pryor Street, St G119, Atl GA 30303
Contact Person and Title: James Morehead, Building Maintenance Manager
Phone: 404-612-4446
Email: james.morehead@fultoncountyga.gov
Contract Period: Jan 2018 - June 2021
Scope of Work: We provide custodial services to Group D Fulton County Libraries ranging over 250,000 sq ft.



ROCKDALE COUNTY

2021 BUSINESS & OCCUPATIONAL LICENSE
THIS IS A RECEIPT FOR OCCUPATIONAL TAXES FOR:
JAN. 1 - DEC. 31, 2021

A-Action Janitorial
1775 PARKER RD SW Conyers, GA

56172 - Janitorial Services

Barbara A. Storey
Account # HO21-07981

2021

NON-TRANSFERABLE
THIS CERTIFICATE MUST BE DISPLAYED IN A CONSPICUOUS PLACE



ROCKDALE COUNTY
2021 Business & Occupational License
Expires 12/31/2021

A-Action Janitorial
1775 PARKER RD SW Conyers, GA

Barbara A. Storey

Account # HO21-07981

2021

Above is your business license issued by Rockdale County for calendar year 2021.

A pocket-sized license is provided additionally for your convenience.

It is your responsibility to notify the Department of Planning and Development of any change, and to renew before the expiration date.

Date issued: 02/17/2021
Amount paid: \$367.00
Account # HO21-07981

Department of Planning and Development
958 Milstead Avenue, Conyers GA 30012
770 278-7100
businesslicense@rockdalecountyga.gov

Barbara A. Storey
A-Action Janitorial
1775 Parker Road
Conyers GA 30094

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Barbara Storey),
Name

CEO/President
Title

A-Action Janitorial Service Inc.
Firm Name

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

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

NAME: Barbara Storey **TITLE:** CEO/President

SIGNATURE: *Barbara Storey*

ADDRESS: 6607 Tribble Street Lithonia, GA 30058

PHONE NUMBER: 678-526-7421 **EMAIL:** barbara@aactioninc.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name A-Action Janitorial Service Inc.

ITB/RFP Name & Number: 21ITB128258C-CG - Janitorial Services for Selected Fulton County Facilities (Group C, D, & G)

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

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

\$ _____ or 100 _____ %

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

JV Partner(s) information:

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

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

SUBCONTRACTOR NAME: N/A

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

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

Total Dollar Value of Subcontractor Agreements: (\$) 0.00
--

Total Percentage of Subcontractor Value: (%) 0

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

Signature: Barbara Storey **Title:** CEO/President

Business or Corporate Name: A-Action Janitorial Service Inc.

Address: 6607 Tribble Street Lithonia, GA 30058

Telephone: () 678-526-7421

Fax Number: () 678-526-7424

Email Address: barbara@aactioninc.com



April 19, 2021

Consuela Glass
Fulton County Department of Purchasing
130 Peachtree Street, S.W Suite 1168
Atlanta, GA 30303

Re: INVITATION TO BID 21ITB128258C-CG

Equal Business Opportunity (EBO) Plan

A-Action Janitorial Service, Inc. fully supports the EBO goals of Fulton County Government. By most standards, we are considered a small business enterprise. We are also 100% woman owned, African American business. Knowing the challenges that small minority businesses may experience, we promote the utilization of programs that give persons doing business an equal and fair chance in commerce.

A-Action Janitorial Service, Inc. has sent out letters to various minority vendors that may be interested in providing services that may be beneficial to success of this janitorial project. These types of services that will be utilized includes but is not limited to consulting, uniforms, insurance, floor work, supplies and equipment, etc. A-Action Janitorial Service Inc. has utilized good faith efforts to comply with the Equal Business Opportunity (EBO) as set forth in the solicitation.

A-Action intends to do 100% of the cleaning aspect of the project and intends to subcontract the acquisition of supplies such as but not limited to paper products and cleaning

chemicals needed to complete this project. In efforts to do this A-Action has sent out a letter to a minority owned business in efforts of working with them as we find their service invaluable to the operation of A-Action Janitorial.

Barbara Storey

Barbara Storey,

CEO

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

DESCRIPTIONS (Continued from Page 1)

AICA59 (02/15) - Commercial Automobile Expansion Endorsement

WC000313 (04/84) - Waiver of Our Right to Recover From Others Endorsement

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Barbara Storey, Officer

Stanley Storey, Officer

SECTION 5**INSURANCE AND RISK MANAGEMENT PROVISIONS****Janitorial Services-Selected Sites**

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

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

SECTION 5**INSURANCE AND RISK MANAGEMENT PROVISIONS****Janitorial Services-Selected Sites**

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

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

ITB # 21ITB128258C-CG

Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
ProvisionsSection 5
Insurance and Risk Management

Bodily Injury and Property Damage Liability Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations) General Aggregate	-	\$2,000,000
Products\Completed Operations Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury Limits	-	\$1,000,000
Damage to Rented Premises Limits	-	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY		
(In excess of Auto GL and Employers Liability) Each Occurrence	-	\$1,000,000
5. CONTRACTOR'S POLLUTION LIABILITY Each Occurrence		
	-	\$1,000,000
6. FIDELITY BOND And CRIME		
(Employee Dishonesty - Theft) Each Occurrence		-\$50,000
*Above to include 3rd Party Coverage		\$100,000

Certificates:

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

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

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

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

Such certificates and notices shall be sent to:

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

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

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

COMPANY: A-Action Janitorial Service Inc. SIGNATURE: *Barbara Storey*

NAME: Barbara Storey TITLE: CEO/President

DATE: 4/19/21

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

BID BOND
ITB # 21ITB128258C-CG, Janitorial Services for Selected Fulton Facilities
(Groups C, D, & G)

STATE OF GEORGIA
COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, THAT WE A-Action Janitorial Service Inc

hereinafter called the PRINCIPAL, and Platte River Insurance Company

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of
Nebraska 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 5% of total bid not to exceede:Sixty nine thousand five hundred fifty five and no/100

Dollars and Cents (\$ 69,555.00) 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 ITB # 21ITB128258C-CG,
Janitorial Services for Selected Fulton Facilities (Groups C, D, & G), a Bid;

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

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

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

Enclosed is a Bid Bond in the approved form, in the amount of _____
5% of total bid not to exceed: Sixty nine thousand five hundred fifty five and no/100 _____ Dollars

(\$ 69,555.00 _____) 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.

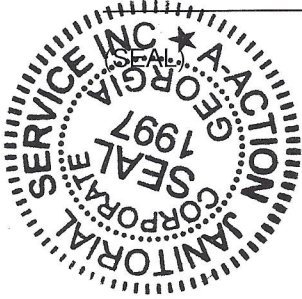
(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 20th day of April, 2021

ATTEST:

A-Action Janitorial Service, Inc
PRINCIPAL

BY Barbara Forey



CERTIFICATE AS TO CORPORATE PRINCIPAL

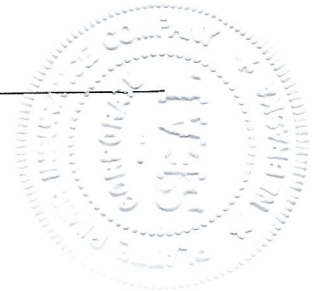
I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of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

SECRETARY
(CORPORATE SEAL)

Platte River Insurance Company
SURETY

Bradford J. Quiri, Attorney-In-Fact
(SEAL)

BY BJQ



END OF SECTION

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2718187

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

BRADFORD J. QUIRI; JEREMY J. CRAWFORD

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED : \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Signatures of Ryan J. Byrnes, Senior Vice President, Chief Financial Officer and Treasurer; and Suzanne M. Broadbent, Assistant Secretary.



PLATTE RIVER INSURANCE COMPANY

Signature of John L. Sennott, Jr., Chief Executive Officer and President.

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of David J. Regele, Notary Public, Dane Co., WI, My Commission Is Permanent.

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of April, 2021



Signature of Andrew B. Diaz-Matos, Senior Vice President, General Counsel and Secretary.