

**KIPP Metro Atlanta Schools
Custodial Services**

**KIPP Metro Atlanta Schools
Facilities Services
1445 Maynard Rd
Atlanta, Georgia 30331**

Request for Proposals

For

Custodial Services

March 13, 2020

RFP Number	2020-01
Pre-Bid Conference:	Monday March 23, 2020 1:00 pm ET
Bid Due Date:	Monday April 6, 2020
Time Due:	11:00 am ET

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

NOTICE TO PROPOSER:

KIPP Metro Atlanta Schools invites vendors to submit a proposal to provide custodial services. Outstanding solicitations may be viewed at www.kippmetroatlantaschools.org

If you are unable to download these documents, you may contact the Facilities Director: Brian Franklin 470-989-3566 or bfranklin2@kippmetroatlanta.org

A pre-proposal conference will be held at 1 pm on Monday, March 23, 2020 at KIPP South Fulton Academy located at 1286 Washington Rd, East Point, GA 30344. Attendance is mandatory.

Proposals shall be accepted via email to Brian Franklin to bfranklin2@kippmetroatlanta.org . Time and date will be determined by receipt of email. We suggest that you submit proposals well in advance of the date and time due.

TENTATIVE TIMELINE –

March 13, 2020:	Release RFP 9:00 am ET
March 23, 2020:	Pre-proposal conference at 1:00 p.m. ET
March 30, 2020:	Deadline for written questions 2:00 p.m. ET
April 1, 2020:	Response to questions to be emailed to bidders
April 6, 2020:	RFP due in by 11:00 a.m. ET
April 8, 2020:	Evaluation
April 14, 2020:	Vendor Presentation/Interview
April 16, 2020:	Recommendations to the Finance Committee.
April 23, 2020:	Notice of Awards to successful proposers

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1.0 PURPOSE

1.1 “KIPP Metro Atlanta Schools” (KMAS) invites qualified vendors to submit a proposal to provide custodial services.

1.2 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. KIPP Metro Atlanta Schools, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by KIPP Metro Atlanta Schools.

2.0 CURRENT SITUATION

2.1 KIPP Metro Atlanta Schools currently serves approximately 3,500 students and operates 9 schools across 7 campuses ranging in size from 49,000 square feet to 120,000 square feet. Some campuses are comprised of a single structure while others have multiple structures. All, except 1 school, KIPP South Fulton Academy, are within the city limits of Atlanta. KIPP South Fulton Academy is located in Fulton County. Other buildings or sites may be added at the discretion of KIPP Metro Atlanta. See Addendum B for a full list of facilities. The sites listed in this solicitation are currently covered by this agreement. KMAS will soon begin a significant addition to it High School, KIPP Atlanta Collegiate.

2.2 KMAS Facilities Department currently maintains all facilities with in-house personnel and contracted services. The purpose of this RFP is to secure contracted services for all of our school sites.

2.3 Currently daily and nightly seasonal, holiday and summer custodial services are contracted with the exception of KIPP South Fulton Academy which employees in-house custodial services. This specific RFP is to select a contractor for KIPP South Fulton Academy. Award of contracted services for this school, if any, will be determined as needed by KMAS.

3.0 SCOPE OF WORK

3.0.1 Vendors will provide all night, holiday, school breaks, teacher planning days and summer custodial services to KMAS at the sites included in attachment B as well as day custodial services for full contract schools. A full contract school is one where the vendor is responsible for the day and night services. KMAS currently has 7 that are full contract. They are: KIPP Atlanta Collegiate, KIPP WAYS Campus, KIPP STRIVE Academy, KIPP STRIVE Primary, KIPP Vision Campus, KIPP Soul Campus, and KIPP Woodson Park Academy. KIPP South Fulton Academy has in-house custodial services as it being considered in this proposal for contracted services.

3.0.2 Services shall be performed between the hours listed below:

- a. Day Services 6:30 am -6:30 pm
- b. Night Services 7:00 pm-4:00 am

3.0.3 Cleaning must be completed in a manner so as not to disrupt normal school functions as determined by KMAS.

3.0.4 Vendors must maintain a minimum daily cleaning level 2 per current APPA cleaning standards. (Third Edition APPA custodial standards are current as of this RFP. All subsequent editions will apply as work proceeds.)

3.0.5 All methods, including but not limited to, equipment, personnel, materials, cleaning approach, etc.,

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used in performing the work herein specified shall be in accordance with the current best practices (IEHA (International Executive Housekeeping Association) and affiliate ISSA-Interclean World Wide Cleaning Group of the building cleaning industry. Standards may be viewed at www.issa.com or www.ieha.org.

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3.0.6 Vendor must have experience in APPA, Leadership in Educational Facilities level 2 or a qualifying equivalent cleaning environment.

3.1 Quality of Work and Standards of Cleanliness

3.1.1 The vendor is expected to use first quality workmanship and quality equipment, materials, and supplies in carrying out its duties. Best management practices of the building cleaning industry are required with regard to sanitation, housekeeping, safety, and public relations. KMAS requires compliance with KMAS cleaning standard level 2 at a minimum. The KMAS cleaning standards level 1 and Level 2 are defined as follows:

Level 1:

- a. Floors and base moldings shine and/or are bright and clean, colors are fresh.
- b. There is no buildup in corners or along walls.
- c. All floors are swept daily.
- d. All carpets vacuumed daily.
- e. All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges or fingerprints.
- f. Lights and fixtures are clean (no bugs or dirt observed).
- g. Washroom and shower fixtures, urinals, toilets and tile shine and are odor-free. Supplies are adequate.
- h. Trash containers hold only daily waste and are clean and odor free.

Level 2:

- a. Floors and base moldings shine and/or are bright and clean.
- b. There is no buildup in corners or along walls.
- c. All floors are swept daily.
- d. All carpets are vacuumed daily.
- e. All vertical and horizontal surfaces are clean, but marks, dust, smudges and fingerprints are noticeable upon close observation.
- f. Lights and fixtures are clean (no bugs or dirt observed).
- g. Washroom and shower fixtures, urinals, toilets and tile shine and are odor-free. Supplies are adequate.
- h. Trash containers hold only daily waste, are clean and odor-free.

3.1.2 Only single level sub-contracting is allowed, and all subcontractors must be equally qualified and completely understand the scope and terms of the contract. All subcontractors must be approved by KMAS prior to starting work under this contract. All subcontractors are required to adhere to all state, local and federal employment practices, including, but not limited to, Fair Labor Standards Act.

3.1.3 Subcontractors and employees of vendor provide services on the Premises of any KIPP Metro Atlanta School must satisfy all preclearance requirements established by the Georgia Professional Standards Commission, including but not limited to criminal history, FBI and GBI criminal background checks, and fingerprinting requirements in a manner consistent with KIPP Metro Atlanta Schools policy and Georgia Law. prior to commencement of work. Back grounds must be conducted every five years and kept on file and made available to KIPP Metro Atlanta schools upon request. The vendor shall not permit any person, whether directly employed directly by the vendor or by subcontract, to serve in any position at any KIPP Metro Atlanta Schools if such person's background check reveals a conviction of any crime of moral turpitude, nor shall the vendor permit any person whose background check reveals any other criminal conviction to serve in any position at KIPP Metro Atlanta Schools, without the prior written consent and approval of KIPP Metro Atlanta Schools. A copy of any such written consent and approval shall be placed in the person's personnel file maintained by the vendor.

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3.1.4 All special circumstances requiring additional/revised services or hours must be pre-approved by the Director of Facilities Services or his designee. The sites may include, but are not limited to: elementary, middle, and/or high School, portable classrooms, and regional administrative locations or a combination thereof.

3.1.5 The sites listed in this solicitation are currently covered by this agreement. Sites may be added or removed from the current roster. KMAS is requesting an annual cost for all facilities listed on the price proposal form. KMAS may divide this cost by 12 to determine monthly cost but reserves the right to breakdown costs per task and make lump sum payments upon completion of those tasks, i.e. summer cleaning, winter cleaning, etc. Awards for additional facilities will be determined by KMAS based on the performance and cost structure of the pool of awarded vendors. Additionally, KMAS seeks pricing for the following:

- a. Hourly general custodian rate.
- b. Hourly supervisory custodian rate for day shift.
- c. Hourly supervisory custodian rate for night shift.
- d. Hourly organizational Operations level supervisor rate,
- e. Five (5) day Monday-Friday daytime and evening cleaning work week.
- f. Five (5) day Sunday-Thursday daytime and evening cleaning work week.

3.1.6 Schools will be grouped and awarded according to KMAS discretion and awards may be made to multiple vendors. Vendor may be awarded a single campus or multiple campuses, where appropriate, to allow for maximum operational efficiencies and provide a consistent high level of quality service. The high school clusters are as follows; campuses with two or more schools may be divided. However multiple schools sharing a single building on one campus will not be divided.

3.1.7 All work performed by the vendor and its personnel will, at all times be subject to review and acceptance by KMAS who reserves the right to modify these specifications at any time during the terms of the agreement and negotiate cost changes, if any.

3.1.8 The vendor shall be responsible for careless workmanship. If a task is not performed so as to produce the specified standard result, it shall be re-done at the vendor's expense. Rework shall be performed without charge and shall not interfere with nor detract from the performance of regular scheduled work.

3.2 Objectives

3.2.1 The Following are the key objectives of this contract:

- a. To deliver a minimum APPA cleaning standard level 2 cleaning at all KMAS facilities.
- b. To insure that all methods used in performing the work herein specified shall be in accordance with the best current practices of the building cleaning industry.
- c. To insure all services are completed in a manner and at a time so as not to disturb administrative functions as determined by KMAS.

3.3 Pre-proposal Conference

A pre-proposal conference will be held at 1:00 p.m. ET on March 23, 2020. Attendance is mandatory. All questions must be sent via e-mail to Brian Franklin at bfranklin2@kipppmetroatlanta.org by the deadline listed in the tentative timeline. Vendors should also submit questions asked at the pre-proposal conference.

3.4 Requirements of Personnel

3.4.1 The vendor is solely responsible for all matters concerning the recruitment, performance and retention of their employees. The vendor must fully comply with all federal, state and local laws and

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regulations regarding employment and immigration, including nondiscrimination, compensation, taxation, benefits, etc.

3.4.2 Only persons, who have received proper backgrounds, screening and training, prior to employment, shall be assigned duties under this contract. All contract personnel will receive training on the APPA level Standard for scoring and cleaning schools at level 2 or better. Vendor must provide written documentation that any employee working on a KMAS site has received this training.

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3.4.3 All personnel shall be dressed in a manner authorized by the vendor, unless otherwise indicated by KMAS in writing. A uniform that identifies the person as an employee of the vendor's and shall be worn at all times while working on a KMAS site. The uniform should identify the company's name. Vendors, at their cost, shall provide uniforms to its employees that have been approved by KMAS.

3.4.4 The vendor's employees are expected to exhibit professional, courteous conduct and an appropriate appearance at all times. Any conduct or appearance deemed inappropriate by a KMAS representative will be grounds for removal from KMAS property. Vendor employees are to be respectful to faculty, students and visitors; these employees are prohibited from fraternizing with these groups. Flirtatious behavior, soliciting monies, names, addresses and other such inquiries will be cause for the employee to be removed from the premises. Vendor shall assign the required staff to each location to be serviced. KMAS reserves the right to request changes from time to time of vendor staff to ensure all standards are being met. No reasonable request for a change in vendor personnel will be denied.

3.4.5 Vendor must notify KMAS if personnel from an assigned school will be utilized at a different location.

3.4.6 All KMAS buildings must be staffed to achieve APPA cleaning standard level 2 cleaning or better. KMAS has determined that a maximum of 20,000 square feet per person per eight (8) hour day shift is sufficient to achieve and maintain this level. The vendor should independently determine their own required hours. Should there be a dispute in the cleaning level of an awarded school, KMAS will use these hours as a minimum number of hours required to maintain the acceptable cleaning level of a school. A review of hours per day/week of will be used to determine the number of man hours that are being used for a particular site.

3.4.7 Shifting of cleaning crews will only be allowed on a case by case basis following approval from a designated KMAS representative, the director of facilities. KMAS must be given a one week notice of any staffing changes in order to inform affected parties, provide security codes and site specific keys.

3.4.8 The vendor shall designate a primary company contact within twenty four (24) hours of notice of award. This representative should be someone other than the job supervisor. They shall be available to attend the regular staff meetings of the Facilities Services department and/or meetings of the KMAS Board of Education at the direction of the Owner's Representative designee. These meetings will be attended without any extra costs to KMAS.

3.5 Damage, Theft, Illegal or Inappropriate Conduct

3.5.1 The vendor shall be responsible for repairing or replacing, to the satisfaction of KMAS, any damage caused by any willful or negligent act of its employees or subcontractors. The vendor is also liable for any theft proven to be either committed by its employees or subcontractors made possible by willful or negligent action of its employees. KMAS reserves the right to remove vendor from site based on the severity of the acts committed by the vendor's staff.

3.5.2 The vendor must reimburse any costs incurred by KMAS due to illegal or inappropriate conduct by the vendor's employees. Such costs shall include, but are not limited to the following:

- a. Re-keying or restoring of locks; Service charges levied by security alarm vendors, law enforcement agencies, or security companies in response to false alarms;
- b. Payments to law enforcement agencies or security companies for investigations of conduct that prove an employee's inappropriate or illegal conduct;
- c. Replacement costs of items missing or damaged, due to an employee's conduct;
- d. Damages to property due to misuse of cleaning chemicals and cleaning equipment;

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- e. KMAS reserves the right to remove vendor from site based on the severity of the acts committed by the vendor's staff. The acts would be reviewed by assigned KMAS staff members.

3.6 Parking

3.6.1 The vendor's employees may use the facility parking, when on duty. The parking shall not be used for periods of time other than the work shift.

3.7 Trash Disposal

3.7.1 KMAS will provide containers for the vendor's use, for the disposal of waste paper, trash, and debris. The vendor shall ensure that all trash and debris, collected each day is placed in these containers on a daily basis and the lids kept closed. If there is a recycling container on the site, the vendor is required to support the recycling program by placing the approved materials in the recycling bin and not in the trash container. This is to be done on a daily basis.

3.8 Utilities

3.8.1 KMAS will supply all utilities (electric, gas, water, and sewer) needed for custodial services for each site. KMAS utilities shall not be used for any purposes other than for the custodial services required under this contract. Violations of this provision will be considered theft and subsequently treated accordingly. Propane for equipment used by cleaning crews is not considered utilities and is to be vendor paid and provided.

3.9 Work Hours and Methods

3.9.1 The vendor shall clean the facilities five (5) times per week, on Monday-Friday or Sunday-Thursday, in accordance with the schedules issued by Facilities Services. With the exception of Thanksgiving Day, Christmas Day, New Years Day, when the vendor is not required to report. In the event schools are not opened, or in the event schools are closed early, due to inclement weather or emergency conditions, the owner's Representative or her designee will notify the vendor of any needed adjustments. The vendor will typically be required to work in the event of such circumstances as to ensure the readiness of the facility the following day. It is expected that the vendor shall resume their regular schedule on the next available workday. Any work that was left uncompleted due to an unexpected closure must be completed along with regularly scheduled duties, on the next available workday. It is a possibility that after KMAS reviews the submitted proposals, that the district will adopt a six (6) day cleaning schedule, Sunday-Friday.

3.9.2 Nightly employees will report at 7 p.m. each evening (available work hours, 7:00 p.m. to 4:00 a.m.), to begin nightly cleaning duties. Actual hours may require adjustment for each individual facility. Employees are required to complete all required items as outlined in frequency chart. All nightly crew members will be expected to arrive together, on time, and must be supervised at all times by a well-qualified nightly supervisor. The nightly supervisor's role will primarily consist of, among other things, Scheduling, sequencing, coordination and compliance of crew efforts, Quality Control inspections, completing required checklists and paper work, Inventory management, equipment control, security assurances, recording and maintaining logbooks, etc. This role shall be considered management and not a full working member of the team. The nightly supervisor shall be held accountable for compliance to standards, ensuring properly locked and secured facilities, communicating issues and discrepancies and shall be the primary point of contact for nightly services and security communications. It should be understood for the purposes of this RFP that there will be no splitting of leadership across facilities at this level of supervision. The nightly supervisor will have available, vendor provided, communications devices, smart phones, tablets and other capabilities sufficient enough to make and receive texts, place and receive phone calls, respond to facilities requests via KMAS internal work order systems. Cellular or mobile services will be sufficient enough to provide adequate and consistent communications. All products and services for these devices will be provided by the vendor.

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3.9.3 Day time morning shift employees will report at 6:30 am each day and end at 3:00 pm to begin daily cleaning duties. A daily split shift crew will cover all remaining regular school cleaning support activities from 2:30 pm until 7:00 pm. Split crews will not be relieved of duties until the night crew services have arrived to being nightly services. Actual hours may require adjustment for each individual facility. Employees are required to complete all items as outlined in the frequency chart and respond to usual and customary daily custodial and janitorial support services. All daily crew members will be expected to arrive together and on time, supervised by a designated, well qualified, team leader. This team leader may be a working team member but has sole responsibility for ensuring compliance to all standards set forth in frequency charts as well as being the schools primary contact for communication of daily custodial concerns. This role will require, among other things, coordination and compliance of crew efforts, Quality Control inspections, communication with nightly and/or vendor operations supervisors, maintaining and reporting inventory issues, ensuring adequately stocked supplies in restrooms, breakrooms, washrooms, medical clinics, etc. The daily supervisor will have available, vendor provided communications devices, smart phones, tablets and other capabilities sufficient enough to make and receive texts, place and receive phone calls, respond to facilities requests via KMAS internal work order systems. Cellular or mobile services will be sufficient enough to provide adequate and consistent communications. All products and services for these devices will be provided by the vendor.

3.9.4 Vendor will be responsible for ensuring adequate staffing is proposed to meet the conditions of this RFP to APPA level two or greater services, and meet quality standards for all services both daily and nightly. Failure to appropriately, or adequately, determine staffing, materials, and equipment requirements may result in under performance and shall be at the vendor's sole expense to correct, modify or adjust.

3.9.5 Vendor must notify KMAS if they are not able to remove all trash from building due to circumstances beyond their control. The notification of disruption in service will ensure the day porters are aware of the problem and immediately be dispatched to the areas not completed.

3.9.6 All housekeeping, cleaning and maintenance duties must always be done with a minimum of disruption to normal instruction and other functions. If the vendor feels that the listed available hours for cleaning are not adequate for maintaining clean facilities, they may submit a proposed alternative schedule. Please explain the nature of the change(s) and why the change is an improvement. The vendor should not use the proposed schedule before and unless receiving written approval from KMAS. Vendor must notify KMAS if they are not able to complete any duties as outlined on the frequency chart due to circumstances beyond their control.

3.9.7 In the event of special evening meetings or activities occurring at the facility, the schools may request at their expense additional event set-up or after event cleaning services. The vendor must receive written confirmation and provide a proposal directly to the requesting school. Vendor will invoice schools separately from regular daily and nightly services.

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3.9.8 Some KMAS facilities have regularly scheduled evening programs or specially scheduled community activities. In such cases, it may be more productive for the vendor's crew to report and to stay later in the day/evening. The Director of Facilities Services or his designee will inform the vendor if such is the case at one of the facilities covered by this contract.

3.9.9 The vendor's employees shall not perform any services not specified in this proposal for the facility faculty and students, which are outside the scope of this contract. At no time, during the work shift, shall the Vendor's employees leave the facility premises on behalf of any KMAS employee, student, or visitor. (NOTE: In the event of some extreme, life-or-death emergency the vendor's employee should use his/her own best judgment as to whether to assist the principal or facility administrator. KMAS shall not incur any liability that may result from such an action.)

3.9.10 The vendor's site supervisor, after confirming that all requirements have been met with regards to a properly cleaned facility, shall ensure that all outside doors and windows are secured and locked daily. Vendor assumes full responsibility in the event the exterior doors and windows are not properly secured upon exiting from the facility. Furthermore, the vendor is totally responsible if the building is left in an unsecured position, including but not limited to, all doors and window being locked, setting of the burglar alarm, immediate notification to the respective security monitoring company or on-site school resource officer (SRO), if such SRO exists. If a problem is encountered, receiving confirmation of "building secure" status from the KMAS security alarm, monitoring company or SRO etc. Vendor or site supervisor shall coordinate with the Building Engineer or designee as to the appropriate actions to be taken.

3.10 Procedures for Vendor Staff Changes

3.10.1 Listed below are the procedures to follow for vendor staff changes:

- a. Vendors are required to notify KMAS when they make staff changes or add new staff within 24 hours. The vendor shall notify KMAS by phone with a written follow-up notice by e-mail to the director of facilities. The vendor shall turn in the KMAS issued keys or badges for the terminated employee within 72 hours of the employee being terminated.
- b. Vendor is to notify KMAS via email of names of new personnel and the school they will be assigned to by 2:00 pm on Thursday of each week.
- c. New staff must schedule an appointment with the school Engineer for badge and background confirmation BEFORE STARTING ON THE JOB. This must be coordinated through the designated KMAS Facilities Department representative.
- d. A notification from HR will be sent to facilities stating whether employee is eligible to work for KMAS.
- e. Vendor will be notified and badges will be issued by the school Building Engineer.

3.10.2 The vendor is responsible for being aware of when the building is occupied with others beyond the vendor's staff. It is the vendor's responsibility (via the supervisor) to notify the KMAS School security monitoring service and the assigned Building Engineer if there are persons in the building at the completion of the scheduled work shift. Failure to do so will constitute a "failure to properly secure" violation. The vendor assumes all liability under this situation for any damage done to the facility after the vendor has left the premises. The content of this section shall serve as the only warning with regards to this matter. This type of exposure is unacceptable and cannot be tolerated. The vendor will also be held totally responsible for any damage to the facility or its contents during the period of the deficiency. After the third occurrence, a determination will be made in regards to possible removal of the vendor from the respective facility. The alarm procedure shall be as follows:

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3.10.3 Normal routine should include but not limited to:

- a. Once the building is cleaned and made ready for the next day, the contractor should walk the building and ensure all windows and doors are secure and there are no other persons on the building prior to setting the alarm.
- b. Using the provided PIN, set the alarm, noting the time and date. (Invalid PIN constitutes negligence by the vendor/contractor)
- c. Call School Security Monitoring company at 678-750-0516, give person's name setting the alarm, company name, name of the KMAS location, notify the security agent the building has been walked, all means of entry are locked and the time the alarm was set. Get the security agents name and confirmation the alarm is showing active.
- d. It is recommended that the vendor keeps a security log with the company name, person alarming the location's name, the time and date the alarm was set, the security agent's name.

3.11 Notification of Influenza/ H1N1 Outbreaks or other medical issues a School

3.11.1 Following the notification of a known outbreaks within KMAS facility the vendor will be notified and will be required to conduct the following:

- a. Clean and disinfect all areas of the known case at the school/facility.
- b. Be prepared to show verification of disinfectant measures to custodial inspector.
- c. Disinfectant measures will continue until notification from school or regional officials to resume normal cleaning.

3.12 Supplies and Equipment

3.12.1 The vendor shall provide:

- a. All labor, supervision, equipment, materials, supplies, tools, etc. as are required for undertaking custodial services for the schools/facilities under contract.
- b. All cleaning materials and equipment to be used by the vendor are to be supplied and maintained by the vendor at its sole cost and expense.
- c. Adequate storage space for supplies and equipment will be provided for the vendor. These areas shall be kept clean and organized by the vendor.
- d. KMAS will provide paper towels, toilet paper, and soap and trash liners. These items will be received and stocked by the day custodian.
- e. KMAS reserves the right to provide all supplies and equipment. KMAS may provide supplies and equipment and the vendor will provide the labor.

3.12.2 Vendor shall use environmentally safe cleaning products certified by a qualifying green seal agency.

3.12.3 Vendor must have updated equipment and said equipment must be available for inspection when requested by KMAS personnel.

- a. All floors must be dust mopped before wet mopping using 18" or 24" dust mops for classrooms and 36" or 48" for large rooms, gyms and hallways.
- b. Dust mops and wet mops heads must be replaced on a regular basis, worn and/or dirty mops must be discarded.
- c. Restrooms must have separate dust mops and wet mops that are only used for restrooms.
- d. Restroom dust mops and wet mops are not allowed to be cross contaminated.

If upon inspection improper equipment is being used to complete a cleaning task the KMAS staff member identifying the misuse will notify the building engineer. Vendor must remedy misuse immediately.

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3.12.4 All sanitary chemicals shall have UL approved label. Abrasive cleaners and polishes shall not be used routinely. When these are essential they shall be used with great care and caution.

3.12.5 The restrooms are to be stocked by the day cleaning personnel.

3.12.6 The vendor shall submit samples of these chemicals to KMAS upon request for approval prior to implementation. The vendor shall not use any hazardous materials.

3.12.7 Prior to implementation, vendor must supply a detailed listing of all chemical to be used during the custodial services contract and the list of chemical must be approved by KMAS prior to use in an KMAS facility or school (approval in writing is the only acceptable method of approval). This applies to any new products that the vendor wishes to use in addition to the original list submitted.

3.12.8 Vendor will use an odor control counteractant with enzymes for restroom and health clinic care. This is to help combat the smell of urine salt within the schools/facilities serviced by the vendor.

3.12.9 Vendor will use disinfectants daily in restrooms, health clinics and cafeterias. This product must be kept on site at the facility/school at all times.

3.12.10 **No bleach, Fabuloso, or retail products not specifically provided by reputable commercial or industrial suppliers, or any other unauthorized product, as determined by KMAS to be unacceptable,** is allowed on KMAS sites. This section also applies to equipment and supplies, including, but not limited to, brooms, dust pans, mops, dust brooms, spray bottles etc. No chemicals or solutions will be refilled into ordinary, off the shelf, local retail products (i.e Big Lots, Family Dollar, Dollar General, Wal-Mart etc.). Vendor will provide sufficient inventory of these professional grade items to prevent delay of services and/or to call into question a perceived violation of this section.

3.12.11 In the event that indoor air quality (IAQ) concerns develop, the vendor must be prepared to assist in the resolution of the concern by providing wet wiping, carpet extraction and removing flood waters from VCT (12 x 12 flooring) or carpet as directed by KMAS facilities representative at no additional expense to the system. Vendor will use KMAS approved cleaning supplies including wax and stripper products.

3.12.12 Vendor must have, at a minimum, the following equipment at each awarded school:

- a. Auto-scrubber -All hallways and common areas are to be auto scrubbed each day, Monday-Friday or Sunday-Friday.
- b. A minimum of two (2) mops and mop buckets per floor at awarded facility.
- c. A separate mop shall be designated for restrooms. The restroom designated mop bucket shall only be used in the restrooms. Cross contamination is not allowed.
- d. Restrooms shall have red or blue as its designated mop head color. All facilities shall share the same standard, once regionally agreed upon, to ensure consistency across region. All vendor must accept the agreed upon color standard if multiple vendors are awarded contracts. The others can be white or green in color.
- e. One vacuum cleaner per floor. On LEED certified schools this must be HEPA filter equipped. LEED certified schools are identified in **Addendum B**.
- f. Chemical dilution stations to properly mix all cleaning chemicals.
- g. All vendor equipment and chemicals must be properly marked identifying it as belonging to the vendor.

3.13 Floors

3.13.1 Hard surface floors shall be maintained without the accumulation of dirt in the corners and/or scuff

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marks throughout. Floors should be free from discoloration or build-up throughout the building and under desks, chairs, sinks, and other furnishings. All floors shall be swept free of debris and litter daily. All hard surface floors shall be wet mopped each evening with appropriate cleaning solution at the appropriate temperature based on industry standards.

3.13.2 The vendor's chosen floor finish material shall provide a long-lasting appearance and meet the slip resistance requirements of Underwriters' Laboratories or other approved testing agency. Finish or sealer materials should not discolor light-colored floor materials and shall not have an objectionable odor.

3.13.3 Vendor must properly maintain floors throughout the year and during winter, spring, fall and summer break. The vendor is required to top scrub and recoat to return the floors to a high gloss shine with twelve (12) coats of wax per classroom and twelve (12) coats of wax per corridor to protect the floor during summer reset (July).

3.13.4 ***Furthermore the vendor is expected to maintain a high-gloss shining wet look at all times throughout the school year.*** This will require the vendor to apply wax throughout the school year. This will require all hard surface floors are varnished three times per week (Monday, Wednesday, Friday) or (Tuesday, Thursday, Sunday). During Fall Break (October), Thanksgiving Break (November), Holiday Break (December), Winter Break (February), and Spring Break (April) the vendor will apply six (6) new coats of wax per classrooms with hard surfaces and eight (8) new coats of wax per corridor.

3.13.5 The EPA (Environmental Protection Agency) requires the use of the custodial closet deep sink to dispose of stripper water by flushing with warm water into the sewer system. Dumping stripper water onto ground or in storm drains is prohibited and subject to fine. Kitchen drains cannot be used to dispose of stripper water.

3.13.6 Vendor must provide with their proposal a list of all types of cleaning chemicals to be used on the different types of floors found in KMAS facilities.

3.13.7 Vendor must submit to KMAS for approval the brand of floor finish to be used on all floors.

3.13.8 All floors that are stripped must get approval from KMAS before applying finish.

3.13.9 Cleaning of kitchen and cafeteria floor must include deep cleaning (i.e. auto scrubber) and not just mop clean; moreover, vendor must state the number and frequency of deep cleaning schedule.

3.13.10 Vendor should not use any dust mop treatment chemicals that leave a residue.

3.14 Carpet and Area Rugs

3.14.1 Vendor shall maintain the carpet and area rugs free of spots and soiled areas.

3.14.2 All areas, from corner to corner, wall to wall shall be vacuumed on a daily basis.

3.14.3 Vendor shall maintain the carpet and area rugs free of spots and soiled areas. They shall also be spot cleaned as frequently as needed (daily if needed or directed by authorized school leadership.)

3.14.4 Carpet extraction shall be done on a monthly basis for kinder – fifth grade classroom carpet and area rugs.

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3.14.5 Carpet extraction shall be done on a monthly basis for media center and high use front office areas.

3.14.6 Steam cleaning of all carpeted areas with a truck mount or like unit shall occur two (2) times per year during the following:

- a. Fall Break (October)
- b. Thanksgiving Break (November)
- c. Holiday Break (December)
- d. Winter Break (February)
- e. Spring Break (April)
- f. Summer Reset/Break (July)

3.15 Walls

3.15.1 Walls shall be cleaned in accordance with the schedule shown on the frequency chart.

3.15.2 Scuff marks and other marks or dirt on the walls shall be removed to maintain a clean appearance.

3.15.3 If the appearance of the wall is altered after spot cleaning the entire wall must be cleaned.

3.16 Windows and Windows Frames

3.16.1 Both inside and outside of window and window frames shall be cleaned as specified in the frequency chart. Vendor is responsible for any windows up to a height of 10 feet.

3.16.2 All windows and frames shall be cleaned in accordance with the schedules laid out in frequency chart.

3.17 Cleaning Desk and Furniture

3.17.1 Vendor must understand and will insure their cleaning personnel understands no computer equipment is to be unplugged at any time without written approval from Facilities or technology management. Vendor should have KMAS personnel unplug all equipment. All office desks will be considered personal space and will be maintained by occupants of those desks. All student/school desk tabletops and work surfaces will be wiped clean nightly. Some extreme cases of spills may require cleaning services by the day personnel

3.18 Horizontal Surfaces

3.18.1 All horizontal surfaces, chairs, casework, and furnishings shall be kept free of dust and soil. Cleaners shall be used in a manner that imparts a glossy look, without leaving a discernible residue or without damaging the surface material.

3.19 Restrooms

3.19.1 All restroom surfaces, including toilet bases, toilet seats, urinals, face bowls, mirrors, vent fans, floors, walls and partitions, etc. shall be cleaned thoroughly each night with a disinfectant cleaner. They shall be maintained in a condition free of noxious odors and residues.

3.19.2 All restroom floors shall be cleaned in accordance with the schedule shown on Frequency Chart, or as often as is necessary to maintain a sanitary condition, free of noxious odors or residues.

3.19.3 All restrooms are to be deep cleaned and scrubbed weekly. Deep clean shall be done with a low speed and scrub brush or a pressure washer.

3.19.4 All trash shall be emptied on a nightly basis and suitably maintained during the day as required if

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over flowing or becomes odorous.

3.20 Other Appurtenance

3.20.1 Blinds, curtains, drapes, vents, fountains, stage curtains and all other appurtenances shall be cleaned as specified in the schedule frequency chart.

3.21 Mechanical and Electrical Equipment Rooms

3.21.1 These areas shall not be cleaned or entered, unless otherwise stated in the attached cleaning schedule Frequency chart. These areas should be cleaned on a semiannual basis and needs to be coordinated with the site building engineer.

3.22 Kitchens and Cafeterias

3.22.1 All food service kitchens shall receive a deep scrub cleaning to the walls and floors one (1) time per month, this includes the cafeteria, serving line and kitchen. All cafeterias or other areas in which faculty or students eat food shall be cleaned in accordance with the frequency chart. Vendor must provide checkpoints to ensure kitchen areas are deep cleaned and deep scrubbed. All kitchen and serving line area cleaning must be scheduled in advance to ensure access to these areas. These services will be proposed and costs separated for budgeting purposes by food services. Food services will supervise, approve and verify completeness of services before invoices are paid. The Director of Nutrition and Health Services reserve the right to contract separately for these services.

3.23 Summer Cleaning

It is the expectation of KMAS that the schools will be deep cleaned and fresh wax put down during the summer (typically in June and July). The vendor will be given a specified time period in which this is to happen. This time period will typically range from 3-4 weeks if possible, based on the schedule for school usage. Any changes to the schedule after that point will be recorded and reported to KMAS facilities representative with reason noted. KMAS expects this cleaning to be done in a certain specified sequence. This sequence is as follows:

3.23.1 Classrooms

- a. Area rugs removed to an area to for cleaning. No dirty rugs are to be stacked on the clean furniture that is in the hallways. Area rugs are not to be left outside overnight or placed outside during the rain.
- b. All trash shall be removed from the school.
- c. All furniture cleaned inside the classrooms. The cleaning of the furniture includes the removal of marks, graffiti, and gum. Once cleaned, the furniture may be moved out into the hallways. No dirty furniture is to be placed in the hallways.
- d. Do not remove computer tables or unplug any equipment.
- e. Hi-low dusting shall be performed. This is to include all light lenses and fixtures.
- f. Walls shall be wiped down and scrubbed where necessary. This is to include all spills and marks, and graffiti removed. No tape residue or staples should be remaining.
- g. Windows shall be washed. Windows shall be cleaned with no tape residue or marks remaining.
- h. All horizontal surfaces wiped down. This includes sinks and chalk trays.
- i. Once all other areas are complete in the classroom, the floors may be stripped. There should be no old wax, tape, or other residue or foreign objects visible on the floors once the stripping has been completed.
- j. At this time, a KMAS representative shall be notified that the room is ready to be inspected for approval for laying wax. Once the KMAS representative has given their approval, the vendor may proceed with the laying the coats of wax on the floor.
- k. Once the wax has dried, the furniture is to be moved back into the room (note- vendor is responsible for

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moving furniture).

3.23.2 Hallways

- a. Hi-low dusting shall be performed. This is to include all light lenses and fixtures.
- b. Walls shall be wiped down and scrubbed where necessary. This is to include all spills and marks, and graffiti removed. No tape residue or staples should be remaining.
- c. Windows washed. Windows shall be cleaned with no tape residue or marks remaining.
- d. All horizontal surfaces wiped down. This includes any student lockers.
- e. Once all other areas are complete in the hallways, the floors may be stripped. There should be no old wax, tape, or other residue or foreign objects visible on the floors once the stripping has been completed.
- f. At this time, a KMAS representative shall be notified that the room is ready to be inspected for approval for laying wax. Once the KMAS representative has given their approval, the vendor may proceed with the laying the prescribed coats of wax on the floor.

3.23.3 Restrooms

- a. Hi-low dusting shall be performed. This is to include all light lenses and fixtures.
- b. Walls wiped down and scrubbed where necessary. This is to include all spills and marks, and graffiti removed.
- c. All partitions shall be wiped down and scrubbed.
- d. All fixtures shall be wiped and scrubbed down.
- e. Windows shall be washed. Windows shall be cleaned with no tape residue or marks remaining.
- f. All horizontal surfaces shall be wiped down.
- g. Floors shall be deep cleaned and scrubbed. This deep cleaning shall be done with a low speed and grout brush or a pressure washer.
- h. Floor drains shall be cleaned and filled with minimum 1 gallon of fresh enzyme killing solution w

3.23.4 School Breaks – Fall (October), Thanksgiving (November), Holiday (December), Winter(February), Spring (April)

3.23.5 Classrooms

- a. Area rugs removed to an area to for cleaning. No dirty rugs are to be stacked on the clean furniture that is in the hallways. Area rugs are not to be left outside overnight or placed outside during the rain.
- b. All trash shall be removed from the school.
- c. All furniture cleaned inside the classrooms. The cleaning of the furniture includes the removal of marks, graffiti, and gum. Once cleaned, the furniture may be moved out into the hallways. No dirty furniture is to be placed in the hallways.
- d. Do not remove computer tables or unplug any equipment.
- e. Hi-low dusting shall be performed. This is to include all light lenses and fixtures.
- f. Walls shall be wiped down and scrubbed where necessary. This is to include all spills and marks, and graffiti removed. No tape residue or staples should be remaining.
- g. Windows shall be washed. Windows shall be cleaned with no tape residue or marks remaining.
- h. All horizontal surfaces wiped down. This includes sinks and chalk trays.
- i. Once all other areas are complete in the classroom, the floors may be stripped. There should be no old wax, tape, or other residue or foreign objects visible on the floors once the stripping has been completed.
- j. At this time, a KMAS representative shall be notified that the room is ready to be inspected for approval for laying wax. Once the KMAS representative has given their approval, the vendor may proceed with the laying the coats of wax on the floor.
- k. Once the wax has dried, the furniture is to be moved back into the room. (Note – vendor is responsible for moving furniture)

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3.23.6 Hallways

- a. Hi-low dusting shall be performed. This is to include all light lenses and fixtures.
- b. Walls shall be wiped down and scrubbed where necessary. This is to include all spills and marks, and graffiti removed. No tape residue or staples should be remaining.
- c. Windows washed. Windows shall be cleaned with no tape residue or marks remaining.
- d. All horizontal surfaces wiped down. This includes any student lockers.
- e. Once all other areas are complete in the hallways, the floors may be stripped. There should be no old wax, tape, or other residue or foreign objects visible on the floors once the stripping has been completed.
- f. At this time, a KMAS representative shall be notified that the room is ready to be inspected for approval for laying wax. Once the KMAS representative has given their approval, the vendor may proceed with the laying the prescribed coats of wax on the floor.

3.23.7 Restrooms

- a. Hi-low dusting shall be performed. This is to include all light lenses and fixtures.
- b. Walls wiped down and scrubbed where necessary. This is to include all spills and marks, and graffiti removed.
- c. All partitions shall be wiped down and scrubbed.
- d. All fixtures shall be wiped and scrubbed down.
- e. Windows shall be washed. Windows shall be cleaned with no tape residue or marks remaining.
- f. All horizontal surfaces shall be wiped down.
- g. Floors shall be deep cleaned and scrubbed. This deep cleaning shall be done with a low speed and grout brush or a pressure washer.
- h. Floor drains shall be cleaned and filled with minimum 1 gallon of fresh water.

3.24 Need Servicing

3.24.1 It shall be noted as a warning when performance is showing deterioration from the standard. Where the latter is noted, the vendor is required to take corrective action. It is the vendor's responsibility to correct the noted deficiencies within the allotted time frame and their expense.

3.24.2 Inspection and Evaluation Documentation

- a. Vendor must have a written inspection and corrective action program included with all proposals submitted;
- b. Vendor must state the inspections frequency and time table to ensure corrective actions are complete;
- c. Vendor must provide KMAS with written documentation regarding all inspection (Time table to be determined by KMAS);
- d. KMAS reserves the right to adjust the time table regarding written inspections and corrective actions to be taken as required.

3.24.3 KMAS will follow the following steps for corrective action when conducting Custodial Audits on a school or facility:

- a. Audit 1- below KMAS standard of level 2 cleanliness, written warning and request for plan of action from vendor to bring facility back to KMAS standards.
- b. Audit 2 –below KMAS standards of level 2 cleanliness, request for plan of action from vendor to bring facility back to KMAS standards and removal of underperforming custodial staff.
- c. Audit 3- below KMAS standard of level 2 cleanliness, removal of vendor or existing underperforming custodial crew from that school or facility.

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3.25 Vendor Performance Indicators

3.25.1 The vendor will be evaluated based on the random audits performed by KMAS in adherence to the KMAS frequency charts and cleaning standards. An average score of 90% must be obtained during these random audits for the vendor to be in compliance with the contract. These audits will evaluate how well a company performs in key areas such as communication with KMAS, quality control and following procedures according to the contract. How well a vendor performs in these key areas are to be tracked and rated on a quarterly basis using a 1-5 scale for scoring. (1 being unacceptable and 5 being exceptional)

3.25.2 In addition to monthly meetings, authorized KMAS personnel shall make a written “negative performance report” each time vendor’s work performance falls below acceptable standards, as determined by KMAS. The negative performance report shall detail each area in which the vendor’s performance is deficient. After each negative performance report is issued, the vendor will have an allotted time to demonstrate marked improvement. After the issuance of a negative performance report for substandard performance, KMAS has the option to:

- a. Wait for a reasonable amount of time for vendor’s cure; or
- b. Terminate vendor’s services at a particular premises; or
- c. Terminate vendor’s contract with KMAS in its entirety.

3.26 Additional Requested Services

3.26.1 Non-standard or unscheduled projects may occur. The vendor is expected to perform these services at no additional charge. Some examples of these projects are:

- a. Dignitary visits (i.e. Presidential visit, school tours, etc.)
- b. Disinfectant for health concerns

3.26.2 Emergency On-Call Services

The vendor may be required to perform emergency on-call cleaning services as requested by KMAS. The services required may include but not be limited to the following:

- a. Floor restoration
- b. Fire and smoke damage
- c. Mold clean-up, wipe down and removal

3.26.3 Temporary Custodial Services

The vendor must provide trained temporary personnel for custodial vacancies within the KMAS system per the following:

- a. Up to 5 trained custodial personnel daily for temporary fill-in for KMAS day custodians, between the hours of 6:30 am and 4:00 am.
- b. The vendor will insure the custodial personnel are transported to and from the school or facility assigned.
- c. Custodial personnel must be in company uniform or other identifiable clothing.
- d. Custodial personnel must report to designated school or facility within two (2) hours of receiving the request.
- e. Vendor must ensure that personnel have been fully trained in best practices for school and administration building cleaning and provide verification of the machines and equipment the temporary personnel are trained to operate.
- f. Vendor must identify upfront if personnel are limited with regards to operating standard cleaning equipment.
- g. All temporary custodial staff must undergo a background check to be administered and paid by the vendor.
- h. Vendor must provide all necessary insurance on temporary custodial personnel.

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- i. Vendor will provide all equipment, supplies, and materials for custodial personnel secured under the Temporary Custodial Services contract.

3.27 Other Services

3.27.1 KMAS may elect, during the term of this contract to add other facilities to the scope of this contract. Should KMAS elect to use the vendor for emergency services; the vendor should itemize clearly the distinction between the emergency services and standard services. In all other regards, payment for contingency services or for additional services under this contract shall be handled as one-off payment.

3.27.2 Services that are not defined in the current contract but need to be incorporated into the list of vendor requirements will be added as a one-off adjustment to be quoted and processed as needed until a new contract is implemented.

3.28 Safety / Security / Criminal History Background Checks

3.28.1 KMAS policy requires that all contractors, consultants, or vendors providing services on KMAS premises be fingerprinted and submit to a criminal record check initiated by the vendor prior to providing services to KMAS. Background checks must be obtained within the past five years.

3.28.2 Vendor shall comply with the following:

- a. Vendor shall not employ for the services of KMAS, any person who does not pass the criminal history background check. No person, who has been convicted of a crime of moral turpitude, violence, or sexual offenses may be assigned duties under this contract.
- b. Vendor is responsible for ensuring that all workers have the correct immigration status.

3.28.3 The vendor shall provide to the Facilities Services Department, the names of **all** personnel assigned to perform services for KIPP Metro Atlanta Schools, **prior** to the start of work.

3.28.4 Employees and their personal items (i.e. Purses, lunch bags, etc.) may be subject to a security inspection upon entering or leaving a KMAS facility.

3.28.5 Lunches and breaks are to be taken only in designated areas.

3.28.6 Use of KMAS property and equipment (phones, computers, copy machines, etc.) by employees is prohibited without prior permission from authorized school personnel. The consumption of food, drinks, candy, etc. on district property that was not purchased or brought from home by employees is also prohibited.

3.28.7 Employees are not allowed to remove any items from district buildings. This includes food, trashed items, etc.

3.29.1 All vendor employees are required to check-in in upon arrival for work at a KMAS site and check out upon leaving a KMAS site after work.

3.29.2 Upon termination of a contract employee, the vendor shall immediately retrieve the badge or key access and KMAS identifiable clothing, whether purchased by ex-employee or not, from the ex-employee, inform the KMAS Owner's Representative immediately with a follow-up notification in writing, as well as, provide immediate notification to the on-site Contract Administrator, (i.e., Principal, assigned School Maintenance Manager, etc.) of such, and turn in a copy of any KMAS issued photo identification of the respective former employee. Any property belonging to the KIPP Metro Atlanta Schools must be returned immediately.

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3.30 Keys and Access Codes

- a. Upon award of a contract, KMAS may provide keys and an access code to the non-working supervisor, to allow entrance to and exit from the school.
- b. If keys and codes are provided, they shall be given ONLY to the non-working supervisor.
- c. Neither the keys nor the access codes shall be duplicated, not given to other contracted employees in the non-working supervisor's absence, unless the contractor has obtained written permission to do so from the authorized KMAS representative.
- d. Any vendor's employee or supervisor found to have duplicated a key will be immediately removed from KMAS property and this contract.
- e. The vendor is fully responsible for the cost of replacing lost keys, and the cost of replacing the facility locks, if this becomes necessary. Upon termination of a non-working supervisor or other management staff, the vendor shall immediately retrieve the keys from the ex-employee and inform the KIPP Metro Atlanta Schools' Director of Facilities.
- f. Also immediately, the vendor must follow-up with written notification which shall be provided to the Owner's Representative, assigned School Maintenance Manager, and the on-site Contract Administrator.
- g. The vendor must also immediately forward the keys immediately to the Owner's Representative or her designee.
- h. The keys shall be formally reassigned and a new access code shall be given to the new non-working supervisor by the KIPP Metro Atlanta Schools.

3.31 Code Compliance/Safe Operating Environment

3.33.1 The vendor shall be solely responsible for compliance with all applicable federal, state, and local safety regulations, including training employees in the proper use of chemicals and equipment needed to perform their work. Any act or condition, created by the vendor's employees, which affects the health or safety of KMAS faculty, students or visitors, may be grounds for immediate termination of the contract.

3.31.2 The vendor shall keep safe and clean any work and/or storage area assigned for their use. The vendor agrees to indemnify and hold harmless the Atlanta Board of Education, Fulton County Schools and KIPP Metro Atlanta Schools, and/or their employees from any loss, claim, or liability used by the failure of the vendor or its employees to do so.

3.31.3 Whenever and wherever the vendor's work creates a potential hazard to the public (e.g. slipping or tripping), the vendor shall place appropriate barriers and warning signs to provide and ensure adequate protection.

3.32 Buildings

3.32.1 The vendor shall be responsible for training employees in the security requirements of the school or facility in which he or she is working. The vendor is also responsible for enforcing these requirements.

3.32.2 The vendor shall secure the building after completion of work or other activities. All rooms are to remain locked at all times, unless in use or being cleaned at that time. This includes locking all doors and windows as designed by the Owner's Representative and his/her designee.

3.32.3 In the event doors or window are left unsecured by the vendor's employees, vendor will be subject to disciplinary action as specified in section 3.25.2.

3.32.4 The building shall be locked, if left unattended; the security alarm shall be set, before leaving the school campus or administrative facility. In the event the school is occupied and the alarm cannot be set,

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the Vendor's supervisor must notify the KMAS School Detectives office and the respective Region Manager prior to leaving the school campus or administrative facility.

3.33 Weapons

3.33.1 Guns, knives or any other recognized weapons or any tools or instruments intended for use, as weapons are not allowed upon KIPP Metro Atlanta Schools' property. Possession of a weapon on the grounds or property of the KIPP Metro Atlanta Schools, regardless of whether the weapon is on the person of the employee or in a location of the employee's knowledge, shall be cause for the immediate removal of the employee from KMAS property and from any further work under this contract.

3.34 Alcohol and Drugs

3.34.1 Possession and/or use of alcohol or illegal drugs are prohibited on KMAS property. Being under the influence of illegal drugs and alcohol, while on KMAS property or grounds, is prohibited. Violation of this provision shall be cause for the immediate removal of the employee from KMAS property and from any further work under this contract.

3.34.2 Use or possession of legally prescribed or over-the-counter medication is not prohibited. However, the vendor is cautioned to closely monitor and supervise employees taking medication, such that they will not endanger themselves or others by being unable to work effectively and safely, while under the medication. An informational summary of medicines used or required may be subject to KMAS Health Services Department procedures and policies.

3.34.3 KMAS is a smoke-free district. Smoking is not permitted on KMAS property at any time.

3.35 Accessing Desks and Furnishings

3.35.1 The vendor's employees shall not disturb papers on desks or on other office furnishings. They shall not open drawers of desks, furnishings, or cabinets, under any circumstances, unless otherwise directed by an authorized KMAS representative.

3.36 Visitations

3.36.1 The vendor's employees shall not be assisted, accompanied, or visited by family, friends, or associates, during their work shift, unless specific, written authorization has been granted by an authorized KMAS representative.

3.37 Chemicals, Equipment and Supplies

3.37.1 Wherever possible and reasonable, KMAS will provide locked storage at each facility covered under this contract, for the vendor's use. In any case, the vendor is solely responsible for the protection and safekeeping of his/her equipment, materials and supplies.

3.37.2 A list of acceptable chemicals is included in this solicitation as a separate document.

3.37.3 The vendor must submit a list with their proposal of all chemicals that will be used at KMAS sites, along with two copies each of their Material Data Safety Sheets (MSDS). The vendor must also keep a list of the chemicals and MSDS copies at each facility in which they are providing service.

3.37.4 Vendor will supply all cleaning materials. Vendor shall use environmentally safe cleaning products certified by a qualified green seal agency. It is a possibility that after KMAS reviews the submitted proposals, that KMAS will supply all supplies and equipment.

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3.38 Soaps, Towels, Tissues

3.38.1 KMAS shall supply all hand soaps, paper towels, toilet tissue and trash liner storage area for cleaning equipment and supplies. These shall be made available to the vendor's employees in a designated storage area at each facility.

3.39 Inspections and Performance Evaluations

3.39.1 The vendor shall remain mindful that KMAS expects the vendor to be proactive and to operate as a strategic partner in its effort to maintain a very high level of cleanliness within all of its facilities.

3.39.2 KMAS does not intend to engage the services of a vendor and then be required to fulfill the vendor obligations for daily supervision, daily inspections of full compliance upon the completion of the work, verification that the performance of the cleaning duties have met the standards of the contract, securing the facility each evening, verification of the readiness of the facility for the next day, etc. The vendor shall ensure inspection and performance evaluations through internal staffing practices.

3.39.3 All awarded buildings will be inspected in accordance with the cleaning frequency chart by the awarded contractor's dedicated inspection team. The awarded vendor is expected to have a minimum of one dedicated full time certified custodial inspector per 750,000 square feet awarded. These inspectors will be inspecting and evaluating the performance of both the night and day custodians, including KMAS employees. These inspections must be documented on a KMAS approved form or approved equivalent.

3.39.4 KMAS will conduct random inspections of the facilities maintained by the vendor as a part of its standard operating procedures.

3.39.5 All deficiencies shall be communicated to the cleaning vendor in writing along with documented follow-up actions. All documentation shall be made available to all KMAS personnel when requested.

3.39.6 In the event a deficiency or concern regarding the potential drop in the outlined standard is noted, a copy of respective assessment sheet identifying the deficiency shall be provided to the vendor within twenty four (24) hours of the inspection. Twenty four (24) hour turn around on non-waxing issues is strictly enforced. Floors sited for waxing or stripping will be evaluated based on the size and scope of the problem and turnaround time rendered. The sheet will denote areas of satisfactory performance and areas of unsatisfactory performance.

3.39.7 The vendor's supervisor shall meet, at a minimum, once a week with the principal, or their designee, of each of the vendor's awarded schools to discuss service level being provided.

3.40 Attachments

The following related attachments are separate attachments:

- | | |
|---|-------------------|
| a. Attachment A, Custodial Frequency Chart | separate document |
| b. Attachment B, Cleanable Square Footage by Facility | separate document |
| c. Attachment C, Job Description, Custodian | separate document |
| d. Attachment D, Sample Inspection Form | separate document |
| e. Attachment E, Acceptable Cleaning Chemicals | separate document |
| f. Attachment F, Price Proposal Form | separate document |

4.0 GENERAL INFORMATION:

4.1 All communications regarding this solicitation must be with Brian Franklin, Director of Facilities.

4.2 All questions or requests for clarification must be sent by email to bfranklin2@kippmetroatlanta.org.

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4.3 By submitting a response to this request, the offeror accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in the RFP.

4.4 All addendums related to this solicitation will be emailed to offeror. It is the offeror's responsibility to check the Director of Facilities for any addendums, responses to offeror questions or other communications related to this solicitation.

4.5 Vendor is not required to submit proof of insurance with proposal but must submit within five (5) business days after receiving a letter of intent. The insurance requirements are included in section 7 of the General Terms and Conditions.

4.6 The ACORD certificate of insurance must list KIPP Metro Atlanta Schools, Atlanta Public Schools and Fulton County schools as the additional insured.

4.7 In addition to the insurance requirements listed in the general terms and conditions, section 7, vendor must also have Crime Insurance in the amount of not less than \$100,000 per occurrence to include Employee Theft of client Property coverage during the term of the contract.

4.8 KMAS calendars may be requested from the Director of Facilities.

4.9 KMAS reserves the right to conduct interviews with the top ranking vendors once the initial evaluations have been completed.

5.0 VENDOR REQUIREMENTS

5.1 KMAS policy requires that all contractors, consultants, or vendors providing services on KMAS premises be fingerprinted and submit to a criminal record check prior to providing services to KMAS. The payment of this fee is the sole responsibility of the contractor, consultant, vendor or the employing company. Any contract awarded pursuant to this solicitation is contingent upon compliance with this requirement and a satisfactory background check as determined by KMAS.

5.2 Use of Subcontractors

- a. If subcontractors will be used in the performance of this contract, vendor must complete and submit with its response the Primary Vendor/Subcontractor Utilization form.
- b. Vendor shall not assign any duties to perform services nor to provide goods to KMAS under this contract to a subcontractor that is not listed in vendor's response to this solicitation.
- c. If a subcontractor is removed from the contract at any time during the term, vendor must notify KMAS Procurement Services in writing with name of subcontractor, reason for removal and effective date.
- d. If vendor desires to add a subcontractor at any time during the term of the contract, vendor must submit to KMAS Procurement Services in writing the following information on the subcontractor; company name, address, telephone and fax number, and service they will be providing and proposed effective date. Subcontractor may not begin providing service until approved by KMAS.
- e. Vendor is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract.
- f. Vendor shall give KMAS immediate notice in writing of any claim, action or suit filed against vendor by any subcontractor.
- g. KMAS reserves the right to require that a subcontractor or subcontracted employee be removed from the contract.

5.3 Vendor must complete and submit with their proposal the applicable documentation related to

KIPP Metro Atlanta Schools Custodial Services

Georgia House Bill 87 (commonly known as the “Illegal Immigration Reform and Enforcement Act of 2011”).

5.4 Information on Georgia House Bill 87 may be viewed on the APS web site at:

- <http://www.atlanta.k12.ga.us>
- Quick Links
- Procurement
- E-verify

5.5 Failure to provide the required Georgia House Bill 87 documentation may result in the offeror’s response to the solicitation being deemed non-responsive and ineligible for evaluation.

5.6 KIPP Metro Atlanta Collaborative, Inc. desires that the KIPP Metro Atlanta Schools operate in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with vendors is above reproach, vendors are prohibited from giving any KMAS employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than \$25.00), which must be disclosed to the immediate supervisor and the Department of Finance. Advertising items and instructional products that are widely distributed may be accepted.

5.7 All contractors and vendors desiring to do business with KMAS and/or to participate on KMAS contracts shall be required to comply with Board policy, Staff Conflict of Interest. All vendors and contractors doing business with KMAS shall provide all persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

5.8 Vendors shall not contact KMAS Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal, request for qualifications or invitation to bid is formally under development and a recommendation is made by the administration to the Board if applicable. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

6.0 SUBMISSION REQUIREMENTS

6.1 Proposals shall be submitted as

follows: Section 6.12, Sections 1, 2, 3,
4 and 5:

Proposal, (enter company name)

Emailed to Brian Franklin at bfranklin2@kippmetro.atlanta.org

6.2 Intentionally left blank

6.3 Organizational information

6.3.1 Support Staff Information

- a. Provide names, addresses, telephone and fax numbers for organization’s administrative staff.
- b. Provide a profile of administrative staffing, including titles and functions.
- c. Provide the names of account/site managers who will be assigned to KMAS

6.3.2 References

Provide three (3) references from K-12 school districts or organizations similar to KMAS for which your company is currently providing custodial services similar services to the scope of work of this solicitation. Provide the following information for each reference:

**KIPP Metro Atlanta Schools
Custodial Services**

1. Name and address of organization
2. Name and title of primary contact with telephone number, fax number and e-mail address.
3. Description of the services provided including start dates.
4. Cleanable square footage

6.3.3 Business Stability

- a. Financial. Provide your DUNS reporting number.
- b. Previous Default. Indicate if your company has ever been defaulted on a contract or denied a bid due to non-responsibility to perform? If so, provide details.
- c. Litigation Status. Identify any litigation or claims pending against the company.

6.4 Proposals, in the format requested in 6.1 through 6.3 shall be submitted together.

6.5 No telephone or facsimile proposals will be accepted.

6.6 Any proposal received after the designated time and date due will not be considered by KMAS.

6.7 Proposals cannot be withdrawn after they are delivered to KMAS unless offeror makes a request in writing to the Director of Facilities prior to the time set for receiving bids, or unless the Director of Facilities fails to accept or reject the bids within one hundred and twenty (120) days after the date fixed for receiving said proposals.

6.8 Proposals which contain irregularities of any kind and/or do not comply fully with requirements stated in the solicitation documents may be rejected at the discretion of the Director of Facilities. KMAS shall not be liable for any costs associated or incurred by offeror in conjunction with preparation of solicitation responses.

6.9 KMAS reserves the right to waive any minor informality or error in the solicitation or offerors proposal which will not adversely affect competition.

6.10 By submitting a response the offeror certifies that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a bid for the same service and is in all respects fair and without collusion or fraud; that collusive pricing is understood to be a violation of state and federal law and can result in fines, prison sentences and civil damage awards. It is further agreed that offeror agrees to abide by all conditions of the solicitation, notice of award and/or purchase order(s) of KMAS and that the person signing this bid is duly authorized to bid on behalf of the offeror.

6.11 Failure to provide the information listed in section 6.0 may result in rejection of the proposal. If further information is required to demonstrate responsibility such as providing copies of licenses or permits (other than those mentioned in 6.0, certificates, etc., the offeror will be notified, in writing and given five (5) days from notification to supply such information.

6.12 Offeror shall submit the following information with the proposal. Offeror must reference each section as listed below.

Section 1 – Company Qualifications and Experience

- a. Describe your company's experience and qualifications in providing custodial services in K-12 public schools.
- b. Provide detail evidence that your company is currently providing custodial services for other K-12 schools.

**KIPP Metro Atlanta Schools
Custodial Services**

- c. Describe your company experience in APPA (Association of Physical Plant Administrator), Level 2 cleaning or a qualifying equivalent cleaning environment. List all organizations/schools where services were provided.

Section 2 – Methodology / Operations

- a. Provide a start-up plan for this project including timelines and milestones.
- b. Describe your procedures for assuring quality of work, deliverables, performance measures, etc.
- c. Describe your processes/procedures for monitoring quality control for this project or for the services being provided.
- d. Describe your reporting capabilities and provide sample reports.
- e. List of equipment including quantity for each site:
 - 1) One (1) Primary school with 50,000 square feet of cleanable space each
 - 2) Two (2) Middle schools with 55,000 square feet of cleanable space each (one of which has separate Gymnasium with 14,000 square feet of cleanable space)
 - 3) Four (4) K-8 shared campuses with 80,000 square feet of cleanable space
 - 4) One (1) High school with 85,000 square feet of cleanable space and separate Gymnasium with 40,000 square feet of cleanable space.
- f. Describe your employee training programs including topics, frequency and method of delivery for:
 - 1. Supervisors
 - 2. Quality Assurance staff
 - 3. Custodial staff
- h. Describe your quality control program including:
 - 1. Personnel involved in the QC program
 - 2. Inspections
 - 3. Reporting

Section 3 - Support Staff

- d. Describe your organizational structure, listing all key personnel functions and support services available to KMAS and how they will be provided.
- e. Describe the process to address questions and complaints.
- f. Describe the procedures for requesting emergency services.
- g. Provide a step by step plan of action to be used by the vendor's staff to resolve problems that may occur during the contract period.
- h. Provide your company guidelines for screening prospective employees including but not limited to drug testing policy and background checks.
- i. Describe your hiring process including recruiting, screening and training.
- j. Describe your processes that address absences in the event an employee is not available to work.
- k. Describe your procedures and capacity for replacing local personnel at the management level.

Section 4 - Additional Information

- a. List the types of carpet your firm has experience cleaning and describe the methods used to clean them.
- b. Provide a list of all chemicals that will be used at KMAS facilities and two (2) copies each of their Material Data Safety Sheets (MSDS).
- c. Provide a detailed explanation on methods to be used in cleaning the following:
 - a. Cafeteria and kitchen areas
 - b. Drinking fountains
 - c. Blinds
 - d. Vents

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- e. Floors
- f. Windows
- d. Describe the guidelines and standards for cleaning behind desk, computer desk, computer workstation areas, classrooms, media centers, etc.

Section 5 - Pricing

- a. Provide pricing on the KMAS proposal form which is a separate Excel spreadsheet. This form must be submitted in a separate sealed envelope labeled pricing.

7.0 EVALUATION

7.1 To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the awarded vendor to meet all specifications and guidelines set forth herein.

7.2 A KMAS evaluation committee will evaluate each proposal properly submitted. KMAS, at its sole discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decisions by KMAS.

7.3 KMAS reserves the right during the evaluation process to contact offerors who submit proposals and request additional information or clarification necessary to complete the evaluation.

7.4 After the closing date and time, The Facilities Department will conduct an administrative review of all proposals received to determine responsiveness. Proposals that are deemed to be responsive will be submitted to the evaluation committee for review. Proposals that are deemed to be non-responsive will not be evaluated or considered for award.

7.5 Intentionally Left Blank

7.6 KMAS will evaluate all proposals and reserves the right to develop a competitive range. The competitive range is defined as a group for competitive negotiation, as determined during the evaluation process, composed of only those proposals that are considered to have a reasonable chance of being selected for an award and who are, therefore, chosen for additional discussions and negotiations. Proposals not in the competitive range are given no further consideration.

7.7 The formula used to evaluate price is as follows:
(Lowest price / price of proposal being evaluated) x points available for price = score

7.8 Proposals will be evaluated on the following criteria:

- a. Company qualifications and experience
- b. Support staff
- c. Methodology and operations
- d. Additional information
- e. Pricing

7.9 KMAS reserves the right to request a best and final offer (BAFO) from offerors during the evaluation process.

7.10 KMAS reserves the right to negotiate price and/or non-price terms and conditions with selected vendor(s).

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7.11 KMAS reserves the right to negotiate terms and conditions, which may be necessary or appropriate to meet the needs of the district.

7.12 Negotiations may be:

- a. Concurrent which may be conducted concurrently with multiple offerors or;
- b. Exclusive which may be conducted with the offeror whose proposal is the overall highest rated?

7.13 Exceeding Available Funds

In the event the pricing submitted by (a vendor or vendors) exceeds available funds, KMAS reserves the right to negotiate an adjustment of price with the (vendor or vendors.)

8.0 AWARD

8.1 Please be advised that it is the policy of the KIPP Metro Atlanta Schools that all contracts be awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror.

8.2 This contract shall be for one (1) base term (of one year or less) with four (4) one-year options to renew at the sole discretion of the Superintendent of KMAS. The contract will be conditional upon the offeror's ability to comply with requirements set forth in the solicitation documents.

8.3 KMAS has selected as its owner's representative, the Director of Facilities Services. Supervision of the contract will be performed by the owner's representative or his/her designee.

8.4 Pricing must remain firm for one (1) year from date of award.

8.5 At the end of each contract term, the awarded vendor may request a price re-determination. Price re-determination requests must be submitted to the Director of Facilities ninety (90) days prior to the contract term expiration date accompanied by justification of price re-determination. KMAS may, at its discretion:

- a. Accept the proposed price re-determination.
- b. Reject the proposed price re-determination.
- c. Suggest an alternative price re-determination.

8.6 If KMAS rejects a proposed price re-determination the awarded vendor may:

- a. Continue with the existing pricing.
- b. Suggest an alternative price re-determination.
- c. End the contract.

8.7 Offeror shall not provide goods or services until a formal award has been issued by KMAS's Facilities Department.

8.8 Invoices may be submitted via email:

- a. Email in PDF format to:
bfranklin@kippmetroatlanta.org
apayable@kippmetroatlana.org

8.9 Invoices

- a. Invoices must include a breakdown of costs per each schools on a single invoice.

**KIPP Metro Atlanta Schools
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- b. Separate invoices are required for each one-off or additional services submitted directly to the individual requestor.
- c. The accounts payable department may be contacted at 404-924-6310

8.10 Vendor Payment - KMAS may make payments within 30 business days of receipt of invoice and payments to vendors via one of the following:

- a. Wire transfer
- b. Check
- c. Any other finance approved method of payment

8.11 KMAS reserves the right to reject all proposals when such action is in the best interest of the district.

8.12 KMAS reserves the right to award to more than one vendor.

9.0 LOCAL PREFERENCE

9.1 In order to encourage and promote KIPP Metro Atlanta Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals and bids from local businesses based on the following rules.

9.2 Local preferences are prohibited when federal funds are the source of funding.

9.3 Local businesses that wish to receive preferential consideration shall submit a copy of their Occupation Tax Registration Certificate issued by Clayton, Cobb, DeKalb, Fulton or Gwinnett counties or by a city government located within the five-county metro area (e.g. Atlanta, Decatur, Marietta) covering the last 12 month period to certify qualification or the preference as part of each proposal or response.

10.0 CONTRACT

10.1 By submitting a response to this solicitation, the offeror affirms that it has read and will accept all provisions of the contract as written and attached to this solicitation. Offeror also understands that these provisions are non-negotiable and that the contract is not legally binding upon the parties until executed by KMAS and offeror.

10.2 The offeror must sign and submit the contract signature page with the response to the solicitation. By doing so, the offeror acknowledges that it accepts the provisions of the KMAS contract as written.

**KIPP Metro Atlanta
Custodial Services**

NON-SUBMITTAL RESPONSE FORM

RFP Name: Custodial Services RFP

Number: 2020-01

NOTE TO VENDOR:

If your company's response is a "non-submittal", the KIPP Metro Atlanta Schools is very interested in the reason for such response since KMAS desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.

Please complete and Email this form to: bfranklin2@kippmetroatlanta.org

Please indicate your reason for responding with a "non-submittal":

- ☐ Unable to meet the requirements for this solicitation.
- ☐ Unable to provide the goods or services specified in this solicitation
- ☐ Unable to meet time frame established for start and or completion of project.
- ☐ Received too late to submit a bid. Received on: _____
- ☐ Please remove our company's name from receiving similar type solicitations.

Other (Please explain): _____

Your response will be reviewed and placed in the solicitation file. Your input will assist KMAS in determining changes necessary to increase participation in the solicitation process.

Company name

Company address

() _____
Company telephone number

() _____
Company fax number

Primary company contact e-mail address

Authorized company official signature

Title

Date

**KIPP Metro Atlanta Schools
Custodial Services**

OFFEROR AFFIRMATION FORM

_(This form must be completed and returned with your response)

Company Name: _____

RFP Name: Custodial Services

RFP Number: 2020-01

After careful examination of the solicitation document in its entirety, Custodial Services, 2020-01 and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

For consideration of this proposal, the undersigned hereby affirms that:

1. He/she is a duly authorized official of the offeror,
2. No changes were made to the original RFP document,
3. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document,
4. The offeror will accept any awards made to it as a result of the proposal submitted herein for a minimum of one hundred and twenty (120) calendar days following the date of submission,
5. The offeror will accept the terms and conditions set forth in the contract template attached hereto.
6. The offeror will accept the terms and conditions set forth in the KMAS general terms and conditions.

It is the supplier's responsibility to check with the KMAS Director of Facilities for any addenda, responses to supplier questions, or other communications. Supplier acknowledges and incorporates each applicable Addenda number listed below in their response:

Check all that apply: No. 1 _____, No. 2 _____, No. 3 _____, No. 4 _____, No. 5 _____

No Addenda _____

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the Director of Facilities within five (5) days of the request, a certificate of insurance indicating the coverage's specified within this solicitation.

A contract shall be established which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

Nondiscrimination in Employment: We, the supplier of goods, materials, equipment or services covered by this bid or contract, have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

Respectfully submitted,

Company Name

Address

Authorized Official Name

Signature

Title

Date

(_____)
Business Telephone Number

(_____)
Fax

**KIPP Metro Atlanta Schools
Custodial Services**

OFFEROR INFORMATION FORM

(This form must be completed and returned with your response)

RFP Name: Custodial Services

RFP Number: 2020-01

Full Company Legal Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Name for Solicitation: _____ Title: _____

Telephone: () _____ Fax: () _____ E-mail: _____

Contact Name for Contract: _____ Title: _____

Telephone: () _____ Fax: () _____ E-mail: _____

Contact Name for Purchase Order's: _____ Title: _____

Telephone: () _____ Fax: () _____ E-mail: _____

Signed Contracts may be delivered via e-mail. Please indicate your preferred delivery method and provide an e-mail address where they should be sent.

E-mail ☐ _____ Fax ☐ () _____

Company Web Site: _____ State of Incorporation: _____

Taxpayer ID Number: _____ Duns #: _ Check one of the

following: ☐ Independently owned and operated: ☐ An Affiliate or Division of:

Company Name: _____

Address: _____

Does the company utilize an Affirmative Action Plan for Equal Employment Opportunity? Yes ☐ No ☐

Has the company implemented a compliance program in accordance with the Americans with Disabilities Act? Yes ☐ No ☐

Have any conditions or restrictions been placed on this proposal by the company that would cause it to be declared non-responsive? Yes ☐ No ☐

If recommended for award will company provide proof of insurance as required? Yes ☐ No ☐

Is the company currently debarred from doing business with any federal, state or local agency? If yes please provide details and submit on a separate sheet Yes ☐ No ☐

Has the company ever defaulted on a contract or been denied a contract due to non-ability to perform? If yes please provide details on a separate sheet. Yes ☐ No ☐

Does the company accept payment by credit card? Yes ☐ No ☐

Is the company registered as a vendor with KIPP Metro Atlanta Schools? Yes ☐ No ☐

If your company is currently registered under another name with KMAS please list below:

**KIPP Metro Atlanta
Schools Custodial**

OFFEROR REFERENCE FORM

(This form must be completed and returned with your response)

RFP Name: Custodial Services

RFP Number: 2020-01

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Note: do not use KIPP Metro Atlanta Schools as a reference.

References for: _____
(Company Name)

1. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : () _____ Fax: () _____

E-mail: _____

Provide the scope of work and date of project: _____

2. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : () _____ Fax: () _____

E-mail: _____

Provide the scope of work and date of project: _____

3. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : () _____ Fax: () _____

E-mail: _____

Provide the scope of work and date of project: _____

**KIPP Metro Atlanta
Schools Custodial**

OFFEROR REFERENCE FORM

**KIPP Metro Atlanta
Schools Custodial**

JOINT VENTURE AFFIDAVIT

(This form must be completed and returned with your response)

Primary Vendor Name: _____

If this will not be a joint venture, check this box: ☐

RFP Name: Custodial Services
RFP Number: 2020-01
State of: _____
County of: _____

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation:

Joint Venture Company "A"

Company Name _____ Federal ID No. _____

Address: _____

City: _____ State: _____ Zip: _____

Circle all that apply:

Sole Proprietorship
Partnership
Corporation
N/A, other

Joint Venture Company "B"

Company Name _____ Federal ID No. _____

Address: _____

City: _____ State: _____ Zip: _____

Circle all that apply:

Sole Proprietorship
Partnership
Corporation
N/A, other

2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.

**KIPP Metro Atlanta
Schools Custodial**

JOINT VENTURE AFFIDAVIT

This Joint Venture Statement is executed so that the named contractors/companies, as one organization, may under such joint venture, bid upon said contract, and be awarded the contract if they should become the successful bidder therefore, any bid, bond and agreement relating to joint venture and each and every contractor name herein, severally and jointly. Simultaneous with the execution of the contract, the contractors entering into this joint venture shall designate and appoint a project manager to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said contract.

The Joint Venture shall be known as: _____

Principal Office Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

3. On a separate sheet provide the following information and reference the section number:
- A. Describe the capital contributions by each joint venture and accounting therefore.
 - B. Describe the financial controls of the joint venture. Will a separate cost center be established? Which joint venture company will be responsible for keeping the books? How will the expenses be reimbursed? What is the authority of each joint venture company to commit or obligate the other?
 - C. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
 - D. Describe the estimated contract cash flow for each joint venture company. _____.
 - E. How and by whom will the on-site work be supervised?
 - F. How and by whom will the administrative office be supervised?
 - G. Which joint venture company will be responsible for material purchases including the estimated cost thereof? How will the purchases be financed?
 - H. Which joint venture company will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
 - I. Describe the experience and business qualifications of each joint venture company.
 - J. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

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Schools Custodial**

JOINT VENTURE AFFIDAVIT

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with the above captioned contract, we each do hereby authorize representatives of KMAS to examine, from time to time, the books, records and files to the extent that such relate to this KMAS solicitation.

We bind the contractors for whom we respectively execute this Joint Venture Statement in firm agreement with the KMAS, that each of the representations herein set forth is true.

Subscribed and sworn before me

this _____ day of _____ 20__.

(A) _____
Name of Contractor/Company A

My commission expires: _____ By: _____ (L.S.)

Notary Public

Print Name

Subscribed and sworn before me

this _____ day of _____ 20__.

(B) _____
Name of Contractor/Company B

My commission expires: _____ By: _____ (L.S.)

Notary Public

Print Name

**KIPP Metro Atlanta
Schools Custodial**

PRIMARY VENDOR / SUBCONTRACTOR UTILIZATION

_(This form must be completed and returned with your response)

RFP Name: Custodial Services

RFP Number: 2020-01

Primary Vendor Name: _____

If subcontractors will not be used check this box: ☐

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

() _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____ Services to be

provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

() _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____ Services to be

provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

() _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____ Services to be

provided: _____

**KIPP Metro Atlanta
Schools Custodial**

PROMISE OF NON-DISCRIMINATION

(This form must be completed and returned with your response)

In consideration of, and as condition precedent, the right and privilege to bid on construction projects and other procurement contracts of KMAS, each potential vendor shall be required to submit to the KMAS Director of Facilities a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument acceptable to the General Counsel for KMAS, shall contain promises, averments and/or affirmations voluntarily made by the bidder.

"Know All Men by These Presents, that I/We,

(_____)
Authorized Company Representative Name(s)

(_____)
Authorized Company Representative Title(s)

(_____)
Name of Company

(Hereinafter "Company"), in consideration of the privilege to bid on contracts funded in whole or in part by KIPP Metro Atlanta Collaborative, Inc. (hereinafter, "KMAS") , hereby consents, covenants and agrees 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, sex, religion, national origin, marital status, sexual orientation , age, or disability in connection with any bid submitted to KMAS, or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females:
- (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 for so long as any contract between Company and KMAS remains in force and effect;
- (4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with KMAS; and
- (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 KMAS 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.

Solicitation Name

Solicitation Number

Authorized Company Representative Name

Authorized Company Representative Signature

Date

**KIPP Metro Atlanta
Schools Custodial**

Contractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (I)

(If applicable, this form must be completed and returned with your response)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of KIPP Metro Atlanta Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

KIPP Metro Atlanta Schools

Name of Non-Profit Entity

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____

in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This The _____ Day Of _____, 20____.

Notary Public

My Commission Expires: _____

**KIPP Metro Atlanta
Schools Custodial**

Subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (3)

(If applicable, this form must be completed and returned with your response)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of KIPP Metro Atlanta Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

KIPP Metro Atlanta Schools

Name of Non-Profit Entity

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____
in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This The _____ Day Of _____, 20____.

Notary Public

My Commission Expires: _____

**KIPP Metro Atlanta
Schools Custodial**

Affidavit of Exception

(If applicable, this form must be completed and returned with your response)

I attest that I am exempt from providing an Affidavit of Compliance to KIPP Metro Atlanta Schools pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

_____ I am a sole proprietor with no employees, subcontractors or sub-subcontractors and I will not use employees, subcontractors or sub-contractors for any work performed for KIPP Metro Atlanta Schools.

***In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license.**

(Please see http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_im_migration_status_7_26_11.pdf for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.)

_____ My company/firm will render services to KIPP Metro Atlanta Schools; however, the services will not be rendered in the State of Georgia.

_____ My company/firm will only provide goods to KIPP Metro Atlanta Schools and will not render any physical services to KIPP Metro Atlanta Schools.

_____ My company/firm will render services to KIPP Metro Atlanta Schools, however my company/firm has ten (10) or fewer full-time employees.

Vendor Name: _____

Name of Project: _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____

in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This The _____ Day Of _____, 20____.

Notary Public

My Commission Expires: _____

KIPP Metro Atlanta Schools Custodial

Local Preference

(If applicable, this form must be completed and returned with your response)

In order to encourage and promote KIPP Metro Atlanta Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals and bids from local businesses based on the following rules.

Local Area

The chart below shows the counties and cities considered local for preference purposes. A business must have been registered in one of the below jurisdictions for at least 12 months to receive local preference.

County	Cities
Clayton	Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, Riverdale
Cobb	Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs, Smyrna, Vinings
DeKalb	Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain, Tucker
Fulton	Atlanta, Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City
Gwinnett	Berkeley Lake, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Snellville, Sugar Hill, Suwanee

Certification

Local businesses that wish to receive preferential consideration shall submit a copy of one or more valid Occupational Tax Registration Certificate(s) issued by Clayton, Cobb, DeKalb, Fulton or Gwinnett counties or by a city government located within the five-county metro area (e.g. Atlanta, Decatur, Marietta) covering the last 12 month period to certify qualification for the preference as part of each proposal or response.

Procedures for local preference

Request for Proposals (RFP) – If a local business meets the quality standards established for the RFP process, the local business shall be awarded five (5) additional points in the total evaluation. The evaluation and scoring of all proposals shall be conducted in accordance with departmental procedures issued by the Chief Financial Officer or his/her designee.

Invitations to Bid (ITB) – In general, price is the deciding factor in KMAS invitation to bid processes. In cases when two or more responses offer the same price to the district, local preference will be used as a tiebreaker.

In order to qualify for local preference based on the requirements listed above, you must submit with your proposal a copy of your Occupational Tax Registration Certificate.

Company Name: _____

Company Qualifies for Local Preference: Yes ☐ No ☐

Occupational Tax Registration Certificate issued by: _____

County: _____ or City: _____

**KIPP Metro Atlanta
Schools Custodial**

SOLICITATION CHECKLIST

_ (This form must be completed and returned with your response)

RFP Name: Custodial Services

RFP Number: 2020-01

The following items must be completed and submitted with your response. ***Note: only return pages on which your company has included a response.***

1. ☐ Reviewed addendum(s) (if applicable).
2. ☐ The original and five (2) hard copies of the proposal if hand delivered or Emailed submittal.
3. ☐ Offeror affirmation form.
4. ☐ Offeror information form.
5. ☐ Offeror reference form.
6. ☐ Joint venture affidavit form
7. ☐ Primary vendor / subcontractor utilization form.
8. ☐ Promise of non-discrimination form
9. ☐ Promise of non-discrimination Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1), if applicable.
10. ☐ Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
11. ☐ Affidavit of Exception, if applicable.
12. ☐ Local Preference Form, if applicable.
13. ☐ Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)
14. ☐ Copy of local or state business license or permit (if firm does not qualify for local preference)
15. ☐ Review and accept all provisions of the contract by executing and returning signature page
16. ☐ Review and accept the General Terms and Conditions.
17. ☐ Attach label to sealed bid package.
18. How did you hear about this (circle all applicable): KMAS Invitation, Online Search, Procurement Registry
Other (please list) _____

Company Name

Signature of Authorized Company Representative

Date

**KIPP Metro Atlanta
Schools Custodial**

AGREEMENT BETWEEN

KIPP METRO ATLANTA SCHOOL SYSTEM AND

(insert full legal name of contractor)

FOR

Custodial Services

**KIPP Metro Atlanta
Schools Custodial**

**STATE OF GEORGIA
COUNTY OF FULTON**

This Agreement ("Agreement") is made and entered into by and between the **KIPP Metro Atlanta Collaborative Inc.** a/k/a KIPP Metro Atlanta Schools, an independent school system chartered under the Atlanta Public Schools System and Fulton County Schools and laws of the state of Georgia, having a Regional Support Office at 1445 Maynard Rd. NW Atlanta, GA 30331 (hereinafter referred to as "**KMAS**") and _____ a company organized and existing under the laws of the state of XXX located at XXXXX (hereinafter referred to as the "**Contractor**", and together with KMAS, the "Parties", and each a "Party").

WITNESSETH

WHEREAS, KMAS sought proposals from vendors to provide Custodial Services in Solicitation No. 2020-01 dated XXXXXX.

WHEREAS, Contractor submitted a proposal to KMAS for the provision of said goods and/or services; and

WHEREAS, the Director of Facilities KMAS recommended that Contractor be awarded a contract to provide said goods and/or services to KMAS; and

WHEREAS, at its meeting on XX,XX,20XX the Board of KIPP Metro Atlanta authorized this Agreement with Contractor.

NOW, THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties hereto do agree as follows:

ARTICLE I. DEFINITIONS

1.1 Contract Documents.

The Contract Documents relative to this Agreement consist of:

- a.** This Agreement;
- b.** Solicitation No. 2020-01 Dated XX-XX-20XX **(Exhibit A);**

The Contractor's Proposal to the above-numbered Solicitation, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Contractor that have not been explicitly accepted by KMAS in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration; **(Exhibit B);** The Official Award Letter dated XX/XX/20XX **(Exhibit C).**

KIPP Metro Atlanta Schools Custodial

This Agreement together with the aforementioned documents collectively form **the Agreement**. The terms of the exhibits attached to the Agreement are incorporated herein by reference. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. KMAS shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Agreement.

1.2 Inconsistency.

Any inconsistency or conflict among the specific provisions of this Agreement and the other Contract Documents shall be resolved in order as follows:

- a.** First, by giving preference to the specific provisions of this Agreement;
- b.** Second, by giving preference to the specific provisions of the Solicitation, attached hereto as **Exhibit A**;
- c.** Third, by giving preference to the specific provisions of Contractor's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit B**, except that objections or amendments by a Contractor that have not been explicitly accepted by KMAS in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration.

ARTICLE II. SCOPE OF CONTRACT AND PRICING

2.1 Contractor will provide, and KMAS hereby engages Contractor for the purpose of providing Daily and Nightly custodial services at the following locations in accordance with the Statement of Work included in Contractor's Proposal, and/or outlined in the Solicitation dated March 18, 2019. **Update date**

- Insert school site

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Contractor agrees to provide said goods or services to or for KMAS and to perform all other tasks required by this Contract.

2.2 Contractor will provide the goods and/or services to KMAS in the manner defined in Contractor's Proposal attached hereto as Exhibit B and incorporated herein by reference, except to the extent they conflict with this Agreement or the Solicitation.

2.3 Contractor shall provide the following daytime and nighttime services.

(a) Night custodial services shall be provided by (XX) cleaners that shall begin work at XX:XX p.m. and end work at XX:XX a.m.; provided, however, that if it is necessary to add additional cleaners or to adjust the hours for any cleaners so that the Contractor can achieve APPA level 2 at each facility, the Contractor will do so at no additional cost to KIPP. The Contractor will also provide at least XX non-working night managers and XX working day managers (one for each campus below). The Contractor will provide at least XX night floor techs (two per campus below).

(b) Daily custodial service provided by XX daytime porters on the following time schedule:

- (i) **[Insert Site Name] CAMPUS:** XX number of total daytime porters at [Insert Site Name] Campus. XX of the total daytime porters will begin work at XX a.m. and end work at XX p.m. on all school days. The other XX of the total daytime porters will begin work at XX am and end work at XX p.m. on all school days.
- (ii) Contractor maintains one (1) daytime porter to fill in for absences should they arise at KIPP Campuses. This day porter should work from 6:30 am – 3:00 pm. The floater should report to [Insert Site Name] Campus daily unless directly to report to another school/campus to fill in for absences.

2.4 All cleaning work shall be performed at APPA Level 2.

2.5 The fees for regular services under this Agreement are

- \$XX per month for services through XX-XX-2020 plus additional charges for Requested Services provided by the Contractor;
- Additional charges for Requested Services provided by the Contractor shall be invoiced according to Sections 8.8 through 8.10 of the Solicitation.

2.6 Work locations, custodial staffing numbers for each location, work to be done at each location, fees and payment as set forth in Article II of this Agreement shall be subject to change by written amendment signed by authorized agents of both Parties.

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ARTICLE III. TERM

The term of this Agreement is as follows:

3.1 Initial Term.

Subject to paragraph 3.2 and Article VII below, the performance period for this Agreement is thirteen (13) months. Contract performance shall begin on **XX,XX,2020 through XX,XX 20XX for the [Insert KIPP Site Name(s)]**.

3.2 Optional Renewal Terms.

In addition to the base period of thirteen (13) months, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion of KMAS.

During the Term, and in each Renewal Term, this Agreement will be automatically renewed for 1-year renewal terms (July 1 – June 30) unless this Agreement is terminated in accordance with the provisions of Article VII herein below.

For each Renewal Term, KMAS agrees to pay to Contractor a 2.5% increase in prices for services to be provided to KMAS for each Renewal Term from the previous term's prices for the services provided to it by Contractor, this 2.5% increase in Contractor's prices shall apply to the prices for all services provided by Contractor to KMAS for each Renewal Term.

3.3 Same Terms.

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

3.4 Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. §20-2-506, 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 IV. CONTRACTOR SERVICES AND RESPONSIBILITIES

4.1 Performance.

Contractor by the execution of this Agreement, acknowledges that it possesses that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further represents that in the performance of the services herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect and shall be liable for failure to exercise such degree of care, learning and ability. Any equipment, supplies, or materials used in the performance of this Agreement shall be at the expense of the Contractor.

4.2 Contractor's Responsibilities.

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(a) General

It is the Contractor's responsibility to comply with all of the terms and conditions of this Contract. The Contractor is also expected to make every effort to support the mission and duties of KMAS.

(b) Personnel and Staffing.

Contractor is solely responsible for all matters concerning the recruitment, performance and retention of Contractor's personnel. Contractor must fully comply with all federal, state, and local laws/regulations regarding employment and immigration, including, but not limited to, nondiscrimination, compensation, taxation, and benefits.

Contractor understands and agrees that employees of KMAS or its Board of Directors are not permitted to work under this Contract, nor can they have ownership in a company that bids for or works under this Contract, either as a prime contractor or as a sub-contractor. Any breach of this provision shall result in immediate termination of this Agreement and termination of employment with KMAS.

Contractor warrants that all persons assigned to perform the services under this Agreement are either lawful employees of Contractor or lawful employees of a subcontractor authorized by KMAS. All of Contractor's or any of subcontractor's personnel shall comply with the confidentiality requirements of the Agreement and the security requirements of KMAS while on school property or at a school related function. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements,

KMAS may have the personnel removed from the premises. Contractor agrees that any obligation to provide health insurance to any individual employed, utilized or subcontracted by Contractor shall be the sole and exclusive responsibility of Contractor or the subcontractor of Contractor.

Contractor warrants that all persons assigned to perform the services under this Agreement are qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If KMAS believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, KMAS shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the request of KMAS, immediately replace such person with another person acceptable to KMAS and with sufficient knowledge and expertise to perform the services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the services in accordance with the schedule and maintenance requirements set forth in the Contract.

Contractor warrants that persons assigned by Contractor to provide the services to KMAS possess all licenses, training and certifications required by the State of Georgia. Contractor understands and agrees that is responsible for paying the wages of Contractor's personnel, and will be responsible for withholding and remitting all income and social security taxes from their wages and for paying workers' compensation insurance premiums, state and federal unemployment insurance taxes and the employer's share of social security taxes on the behalf of its personnel, as required by law.

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Contractor recognizes that personnel who are assigned to provide the services may have access to certain information, which may be proprietary and confidential. Contractor will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person in accordance with the terms of this Contract.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee for Contractor to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

For the breach or violation of the above warranty and after notice, KMAS shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

4.3 Warranties.

KMAS does not waive, amend or abridge any stated or implied contractual or warranty rights provided to KMAS under state or federal law. In addition, Contractor warrants and agrees as follows:

- ① Any services purchased under this Agreement will be performed by Contractor according to its best efforts for the Term(s) of this Contract. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by KMAS.

Contractor represents and warrants that all the concepts, materials, applications, products and services produced, or provided to the KMAS shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Contractor represents and warrants that the concepts, materials, applications, products and services and the KMAS' use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by KMAS.

ARTICLE V. FINANCIAL ARRANGEMENTS

5.1 Compensation and Payment.

KMAS shall pay Contractor for the satisfactory performance of the services and satisfactory delivery of the goods solicited, approved and accepted under this Contract, the terms and rates set forth in the Contractor's Proposal. Contractor acknowledges and agrees that this is a nonexclusive requirements type contract. Regarding Contractor's provision of goods and/or services under this Contract, KMAS will utilize Contractor's services on an as needed basis, based on approved statement of work and as such KMAS will only be responsible for payment for goods and/or services related to Contractor's Proposal and Statement of Work that are satisfactorily performed and meet KMAS' required specifications.

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Contractor will only be paid for services rendered and goods accepted. Nothing in this Agreement shall serve as a guarantee that Contractor will receive any purchase orders for goods or services solicited under this Contract.

Contractor shall submit periodic invoices detailing the services performed and the goods delivered (as applicable). KMAS shall make payments in accordance with KMAS Finance Department's payment procedures.

Any delay in the approval of an invoice or any delay in the payment will not excuse failure-to- perform by Contractor. KMAS shall have fifteen (15) days to approve or disapprove an invoice. Once approved, KMAS will have thirty (30) days to pay any approved invoiced. KMAS will not be subject to any late fees by Contractor.

KMAS agrees to pay Contractor at Contractor's hourly rate for any and all Additional and Requested Services including but not limited to any non-standard or unscheduled projects of any kind ("Requested Services", herein) if properly requested in writing. Additional and Requested Services may only be requested in writing, including by email or text message, by KMAS's Director of Facilities, Managing Director of Operations, Chief Operating Officer, Building Engineer, and/or Director of Operations.

5.2 Payments Withheld.

KMAS may decline to approve an invoice and may withhold any payment, in whole or in part, to the extent reasonably necessary to protect KMAS from loss, because of any of the following:

- a. Services not performed in accordance with the terms of this Agreement and which have not been remedied in accordance with this Contract;
- b. Contractor supplies KMAS with nonconforming goods and fails to cure the deficiency (at Contractor's sole expense) to KMAS' reasonable satisfaction in accordance with this Contract;
- c. Persistent failure of Contractor to perform or provide its good or services in accordance with the Agreement schedule and the milestones established;
- d. Liens filed by Contractor's sub-consultants or subcontractors or third party claims based on Contractor's failure to make payments for services performed or materials provided;
- e. Failure of Contractor to make payments properly to its own sub-consultants or subcontractors for services performed or materials provided;
- f. Damage to KMAS or to another contractor by Contractor; or,
- g. Failure of Contractor to provide upon request by KMAS documentations sufficient to substantiate charges on any invoice submitted for payment.
- h. Breach of any warranties contained in this Agreement.

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5.3 Final Payment.

The acceptance of final payment in full shall, after the date of completion of the services and/or delivery of goods required under this Contract, constitute a release and a waiver of all claims by Contractor for payment for services and/or goods delivered under this Agreement relating to or arising out of, in any way, this Agreement (and any amendments thereto) against the Board of Education of the City of Atlanta, KIPP Metro Atlanta Schools, Atlanta Independent School System, and their respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns of and from any and all claims, actions or causes of actions, charges, damages, liabilities, responsibilities, demands, liens, judgments or suits of any kind or nature whatsoever, whether in law or equity, for damages of every kind, character or description, as well as all costs, expenses, including attorney fees and cost of litigation, compensation, consequential damages, or any other claim which Contractor has, may have, or claims to have in the future, whether known or unknown, relating to or arising out of in any way this Agreement (and any amendments thereto) between KMAS and Contractor.

Payment of Contractor in full shall constitute a release and a waiver of all claims by KMAS ("Releasers"), against Contractor and/or its agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns of and from any and all claims, actions or causes of actions, charges, damages, liabilities, responsibilities, demands, liens, judgments or suits of any kind or nature whatsoever, whether in law or equity, for damages of every kind, character or description, as well as all costs, expenses, including attorney fees and cost of litigation, compensation, consequential damages, or any other claim which KMAS have, may have, or claims to have in the future, whether known or unknown, because of relating to and/or otherwise arising out of in any way this Agreement (and any amendments thereto) between KMAS and Contractor.

5.4 Accounting Records.

All records of expenses pertaining to this Agreement shall be kept on a sound accounting basis. Contractor shall maintain full and complete records and such records shall be available for review by KMAS or its authorized Representative at mutually convenient times. All records must be maintained for a minimum of seven (7) years after the final payment by KMAS or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year period. In addition, KMAS shall have the authority to audit any and all records pertinent or relative to the Contract, the Contractor's records and any and all of its subcontractors' records pertinent or relative to the Contract, at any reasonable time for a period of at least three (3) years after close-out of the Agreement and Contractor shall make such records available upon reasonable request and to provide reasonable access to KMAS and any reviewing agencies during such period.

5.5 Risk of Loss for Delivery of Goods

For all goods purchased by KMAS under this Agreement, Delivery shall be FOB destination, KMAS' place of business. Insurance during shipment and until the goods are accepted by KMAS is the responsibility of Contractor.

5.6 Rejection or Revocation of Acceptance of the Goods

All goods are subject to final inspection and acceptance within a reasonable time after delivery and the right to reject defective or non-conforming goods is reserved despite any prior inspection by KMAS.

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ARTICLE VI. CONFIDENTIALITY AND SECURITY

6.1 Definition

Confidential information is defined as follows:

- a. Any information about either Party or its respective business that is:
 - 1. Stamped "Confidential"; or
 - 2. Identified in writing as confidential to receiving party or any of its representatives by or on behalf of the disclosing Party at the time of or promptly following the information's written or oral disclosure and
- b. All notes, analyses, compilations, studies, summaries, and other material (tangible or intangible), however documented, containing or based, in whole or in part, on any information described in subsection (a) above (collectively, the "Derivative Materials").
- c. Any information that is excluded from disclosure by either Party by the Georgia Open Records Act OCGA 50-18-70 et. seq. ("the Open Records Act"), including but not limited to, student educational records and information.

Despite any other provision in this Section, the failure by a disclosing Party to identify information as Confidential Information is not an acknowledgement of admission by disclosing Party that the information is not confidential or a waiver by the disclosing Party of any of its rights with respect to the information.

The term "Confidential Information" does not include information that the disclosing Party demonstrates:

- a. Was or becomes generally publicly available, other than as a result of a disclosure by either Party or any of its Representatives in violation of this Agreement.
- b. Is in the lawful possession of the Receiving Party or any of its Representatives prior to its disclosure by or on behalf of the disclosing Party or any of its Representatives; or
- c. Was or becomes available to the receiving Party or any of its Representatives on a non-confidential basis prior to its disclosure by or on behalf of the disclosing Party or its Representatives from a third party that to the receiving Party's knowledge after due inquiry is not bound by a similar duty of confidentiality (contractual, legal, fiduciary or other).

6.2 Contractor's Obligation Regarding Confidential Information

During and after the Term of this Contract, each Party shall take all commercially reasonable measures necessary to keep the Confidential Information confidential, including, without limitation, all measures it takes to protect its confidential information of a similar nature. Without limiting the effect of the preceding sentence, each Party will take commercially reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Agreement and to prevent any disclosure of the Confidential Information by any of them.

Each Party shall give prompt written notice to the other Party of any suspected or actual security breach that may or

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does impact either Party's data or of any unauthorized use or disclosure of the Confidential Information. Each Party shall assist the other Party in remedying each unauthorized use or disclosure. Giving assistance does not waive any breach of this Section by the disclosing Party, nor does acceptance of the assistance constitute a waiver of any breach of this Section.

The Contractor shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, Contractor shall comply and shall assist KMAS in compliance, in all material respects, with applicable laws and regulations, including with Family Educational Rights and Privacy Act (FERPA), 20 U.S.C 1232g and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h, and all applicable privacy laws.

To the extent Contractor or a subcontractor comes into contact with any student data or information, Contractor or subcontractor will not disclose such information without eligible student/parent/guardian and KMAS written permission. Personally identifiable student information and education records as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Contract.

In its own discretion, KMAS may designate Contractor as a "school official" within the meaning of FERPA, if KMAS determines that the Services under this Agreement are functions that would normally be provided by KMAS and if KMAS determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of KMAS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and use of personally identifiable information and education records may only be for the purpose of performing its obligations under this Agreement. KMAS retains all ownership rights in education records and personally identifiable student information.

Notwithstanding any other term of this Agreement, each Party will not disclose personally identifiable information or education records to any third party except as permitted by 34 C.F.R. 99.33(a). KMAS may have access to student records maintained by Contractor with ten (10) business days' notice to Contractor as provided for in this Agreement. With respect to information protected by FERPA, Contractor may not continue to maintain education records or personally identifiable information of Students after termination, and must return or destroy, as requested by KMAS, all such records and information to KMAS as the owner of that information within ten (10) days of termination for any reason, unless otherwise agreed to in writing by the Parties.

6.3 Breach of Confidentiality

Each party acknowledges and agrees that an award of money damages is inadequate for any breach of this Section by the other party, or any of its respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns; and that any breach causes irreparable harm to the non-disclosing Party. Therefore, in the event of any breach or threatened breach of this Section by either Party or any of its Representatives, the other Party is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages and without the posting of a bond.

6.4 Georgia Public Records.

Contractor understands and agrees that KMAS must comply with the Open Records Act and release public documents as defined by the Open Records Act upon request, including this Agreement and all records created and maintained in relation to this Agreement, unless otherwise exempt under other provisions of the Open Records Act. Contractor understands and agrees that KMAS will respond to requests under the Open Records Act at its discretion. Contractor shall assist KMAS in compliance with all provisions of the

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Open Records Act and make records pertaining to the performance of services or functions under this Agreement available to KMAS at the request of KMAS.

If Contractor asserts that any information in its response or in any information provided to KMAS with respect to the services or products under this Agreement are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then Contractor **must** follow the requirements of the Act set forth at O.C.G.A. § 50-18-72(a) (34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

6.5 Data Security

Both Parties understand and agree that it is imperative to protect their respective data in order to protect public resources and to prevent identity theft or other malicious and damaging acts. Both Parties shall comply with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of either Party's data and information. Both Parties shall also adhere to all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all policies, procedures, and operating guidelines regarding privacy, confidentiality, and security.

ARTICLE VII. TERMINATION

This Agreement may be terminated as follows (in addition to the termination provisions set forth in the Solicitation, if any):

7.1 Termination Without Cause

- a. KMAS may, at any time upon thirty (30) days prior written notice to Contractor, terminate (without prejudice to any right or remedy of KMAS) the whole or any portion of this Agreement for the convenience of KMAS. If KMAS terminates the whole or any portion of this Agreement at KMAS' convenience, then KMAS shall only be liable to Contractor for the goods and/or services provided and or performed by Contractor up to the date of termination.
- b. KMAS may terminate the agreement pursuant to O.C.G.A. § 20-2- 506 by providing Contractor with at least thirty (30) days prior to the end of each calendar year during the term of this Agreement.
- c. Further and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling KMAS's obligations hereunder, KMAS may terminate this Agreement by providing at least fifteen (15) days written notice of termination to the Contractor. Notice of termination shall include a certification by KMAS of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by KMAS not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the Contractor before the earlier of the end of the calendar year following the year in which the notification of such certification is received by the Contractor or the date this Agreement expires on its own terms, whichever first occurs. KMAS shall be obligated for payments to the Contractor through the date of termination.

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- d. This Agreement may be terminated by KMAS if KMAS gives the Contractor a written notice indicating non-renewal no less than 15 days prior to any automatic renewal date under the contract. The written notice of non-renewal notice will evidence KMAS' intention not to renew this Agreement.
- e. Contractor may terminate this agreement by providing KMAS with at least thirty (30) day's prior written notice.

7.2 For Cause Termination and Other Remedies.

The occurrence of any one or more of the following events shall constitute a default by Contractor under this Contract:

- a. Contractor fails to deliver the goods and services ordered by KMAS under this Agreement or has delivered nonconforming goods or services or fails to perform, to the satisfaction of KMAS, any material requirement of the Agreement or is in violation of a material provision of this contract, including, but without limitation, the express warranties made by the Contractor;
- b. Contractor fails to make substantial and timely progress toward performance of the contract; or KMAS determines that satisfactory performance of the Agreement is substantially endangered or that a default is likely to occur;
- c. Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or the Contractor terminates or suspends its business; or KMAS reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- d. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations or orders when performing within the scope of the contract;
- e. The Contractor has engaged in conduct that has or may expose KMAS to liability, as determined in KMAS' sole discretion; or
- f. The Contractor has infringed on a patent, trademark, copyright, trade dress or any other intellectual property rights of a third party.

In the event of default by Contractor, KMAS shall provide written notice to the Contractor requesting that the breach or noncompliance be cured or remedied within a reasonable period of time specified in KMAS' written notice to the Contractor. If the breach or noncompliance is not cured or remedied within the reasonable period of time specified in the written notice, then KMAS may: (1) Immediately terminate the Agreement without additional written notice; and/or (2) Procure substitute goods or services from another source and charge the difference between the Agreement and the substitute Agreement to the defaulting Contractor including without limitation offsetting amounts owed by KMAS to the Contractor by such charges; and/or (3) Enforce the terms and conditions of the Agreement and seek any legal or

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equitable remedies.

7.3 Termination by Contractor

Contractor may terminate this Agreement if KMAS fails to make timely payment (within 30 days of invoice) of an invoice that has been submitted to KMAS Prior to terminating this Agreement, Contractor shall provide 15 days written notice to KMAS, notifying KMAS of its failure to pay. KMAS may cure its default within 15 days of receipt of the notice.

ARTICLE VIII. INSURANCE

8.1 General Insurance Requirements.

The following general insurance requirements apply to any and all work under this Agreement by all Contractors and Subcontractors of any tier:

- a. Contractor shall provide insurance as required by the Agreement Documents. Any and all insurance required by this Agreement shall be maintained during the entire length of this Contract, including any extensions thereto, and until all work has been completed to the satisfaction of KMAS. Any and all insurance must be on an occurrence basis. No Contractor or Subcontractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with, and until evidence of all insurance requirements in each and every contract, with each and every Subcontractor of any tier, and shall require the same to comply with all such requirements.
- b. KMAS shall be covered as an Additional Insured under any and all insurance required by this Agreement (other than Contractor's workers compensation and employer's liability insurance). Confirmation of this shall appear on all Certificates of Insurance and on any and all applicable policies.
- c. KMAS shall be given no less than thirty (30) days' notice of cancellation of any insurance required under this Contract. KMAS shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under this Contract. KMAS shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
- d. Each and every agent shall warrant when signing the Certificate of Insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the Agreement and that he is licensed by the State of Georgia and is currently in good standing with Commissioner of Insurance for the State of Georgia.
- e. Any and all companies providing insurance required by this Agreement must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the Certificate of Insurance. For all contracts, regardless of risk, companies providing insurance under this Agreement must have a current:

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1. Best's Rating not less than A, and
 2. Best's Financial Size Category not less than size VII.
- f. In the event the Contractor neglects, refuses, or fails to provide the insurance required by this Contract, or if such insurance is canceled for any reason, KMAS shall have (a) the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or (b) the right to terminate the Contract.

8.2 Worker's Compensation and Employer's Liability Insurance.

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this Contract.

<u>Workers' Compensation</u>	Statutory
<u>Employer's Liability</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

This requirement does not apply to any business that has regularly, in service, less than three employees in the same business within the state of Georgia.

8.3 Comprehensive General Liability Insurance.

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverages shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises-Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this Contract. Policy coverage must be on an occurrence basis.

8.4 Automobile Liability Insurance.

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance:

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- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles to be covered

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this Contract.

8.5. Crime Insurance.

The Contractor shall procure and maintain Crime Insurance to include coverage of theft of KMAS' property by Contractor's personnel. Coverage shall be in an amount not less than \$100,000 per occurrence.

ARTICLE IX. KMAS Prohibits Unlawful Discrimination and Harassment, Including Sexual Harassment

9.1 KMAS does not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law in any educational programs or activities or in employment policies and practices. Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.

9.2 KMAS prohibits unlawful discrimination or harassment including sexual harassment. Contractor and Subcontractors, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

9.3 KMAS may suspend or terminate Contractor and Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.

ARTICLE X. Drug/Alcohol/Tobacco/Weapons Free Workplace

10.1 Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by law, during the performance of this Agreement while on school premises or at school related functions. Contractor and all subcontractors, if any, shall not possess any weapon, as defined by law on school property, at school related functions, or within 1000 feet of school property or school functions. Contractor and all subcontractors, if any, also shall adhere to all policies and regulations of KMAS, Fulton County Schools and the Atlanta Board of Education that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

10.2 KMAS may suspend or terminate Contractor, subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

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ARTICLE XI. Sales Tax.

KMAS is exempt from all state sales tax and federal excise taxes; and shall not pay any such taxes under this Contract. KMAS, upon written request, will provide Contractor with applicable sales tax exemption certificates.

ARTICLE XII. No Warranty Disclaimer

Contractor warrants that its goods fit the need or purpose of the Solicitation attached as Exhibit A. Contractor cannot disclaim these warranties. Should any third party warranties exist, Contractor agrees to pass along all such warranties to and for the benefit of KMAS, and to serve as KMAS' contact to facilitate its rights under such warranties.

ARTICLE XIII. GENERAL TERMS AND CONDITIONS

13.1 General Purchasing Policies.

The KMAS Purchasing Policy Procedures: KIPP Metro Atlanta Board policies and Procedures.

Contractor shall not assign, or transfer any interest in this Agreement without the prior written consent of KMAS. No modification of this Agreement shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

13.2 Subcontractors.

Contractor shall not subcontract services or any part of this Agreement without the prior written consent of KMAS.

13.3 Third Party Beneficiaries.

This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

13.4 Ownership.

Contractor retains all rights, title and interest in and to its intellectual property and copyright materials, provided in connection with Contractor's services (collectively, "Contractor IP"). Only during the term of this Agreement grants to KMAS a nonexclusive license only during the term of this Agreement to use Contractor IP for its own non-commercial incidental use as contemplated herein. All data of KMAS shall remain the property of KMAS.

13.5 Indemnification.

Each Party agrees to indemnify, hold harmless and defend the other Party, its current, future or past officers, agents, directors or board members and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including attorney fees) and/or causes of action arising out of any alleged negligence or intentional torts of that Party and for which that Party and/or its current, future or past agents, servants, employees, directors, officers, or board members are alleged to be liable.

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Each Party further agrees that its agreement to indemnify and hold harmless the other Party shall not be limited to the limits of any insurance that may be required under this Agreement.

In any event, Contractor shall not be liable or responsible for any repair or replacement of any real or personal property for which KMAS has not established by a preponderance of reasonable and credible evidence that the alleged damage to said property was caused by the willful or negligent act of Contractor's employees or subcontractors.

Although Contractor will make its best efforts to secure open windows, doors and other access points to facilities for which it is providing its services, KMAS warrants that each facility identified in EXHIBIT B maintains overnight security over their respective premises. As such, both Parties agree and stipulate that Contractor shall not be responsible or liable for damages and/or losses resulting from failure to secure doors, windows and/or other access points except to the extent that KIPP establishes such a failure was caused by Contractor by a preponderance of reasonable and credible evidence.

Nothing contained in this Agreement shall act as a waiver or estoppel of each Party's rights to assert any defenses to claims, demands and/or causes of action asserted against it.

Nothing contained herein is intended to be a waiver in any respect whatsoever of KMAS' rights to assert under any circumstances whatsoever their claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

This Subsection represents the entire agreement between the Parties regarding indemnification and replaces any other references to indemnification in Contract Documents or Exhibits.

13.6 Disputes.

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof or otherwise with the Contract, which has not been resolved pursuant to other conditions of this Agreement (hereinafter referred to as the "dispute"), Contractor, prior to pursuing any legal action, shall appeal the dispute to the Managing Director of Operations KIPP Metro Atlanta Schools.

In the event any such dispute between the parties hereto cannot be resolved thereafter, the parties shall settle such a dispute through arbitration administered by JAMS in Atlanta, Georgia. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators. The parties may still seek equitable or injunctive relief pursuant to Section 13.14.

13.7 No Waiver of Legal Rights.

Any waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach, or of any right, that KMAS or Contractor may have for damages.

The Parties may waive any provision in this Agreement only in writing executed by the Party or Parties against whom the waiver is sought to be enforced.

No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under this Contract, and no act, omission, or course of dealing between the parties— operates as a waiver or estoppel of any right, remedy or condition.

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A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

13.8 Obligation to Perform.

Contractor shall continue to perform notwithstanding all disputes or disagreements with KMAS, other than KMAS' nonpayment of an approved invoice, following notice and cure as provided in this Agreement. Contractor's performance under this Agreement shall not be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and KMAS may otherwise agree to in writing.

13.9 Rights and Remedies.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

13.10 Organization, Licenses, and Regulations.

Contractor must be organized under the laws of the State of Georgia, or otherwise registered to do business in the State of Georgia pursuant to O.C.G.A § 14-2-1501. KMAS may require Contractor to furnish a copy of documents evidencing such registration prior to or subsequent to the execution of this Contract. Contractor's failure to provide such documents upon demand by KMAS will constitute grounds for termination of this Agreement by KMAS.

Contractor shall secure and keep in full force and effect during the term of this Agreement, without additional cost to KMAS, all business licenses and permits required for Contractor's performance of the services contemplated herein.

Contractor shall keep all records, give all notices, and provide all certificates or other assurances and otherwise comply with all applicable Federal, State and local laws, rules, and regulations applicable to an organization engaged in the Contractor's business including but not limited to, those bearing upon labor standards or practices, non-discrimination, equal employment opportunity and the like.

13.11 Notices.

Except as otherwise expressly provided, any written notice, instruction or other communication required or permitted to be given under this Agreement shall be deemed to have been delivered or received:

- a. Upon personal delivery to Contractor or its authorized representative, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express services; or
- b. Upon personal delivery to KMAS or its authorized representative, which delivery may be accomplished by hand delivery, via bonafide overnight express delivery services, or via electronic mail to the correct email addresses below. For KIPP both addressees must be notified.

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- C. Five (5) days after depositing in the United States mail a letter, which is either certified or registered, addressed to Contractor or KMAS at its official address, for use under this Agreement, as the case may be. For purposes of this Agreement, notices, instructions or other written communications shall be sent or delivered at the following address:

To Contractor: Insert Name
 Insert Title
 Insert Company Name
 Insert Company Address
 Insert Email Address

And to KMAS:

Ra'Chel Ford
Managing Director of
Regional Operations
KIPP Metro
Atlanta 1445 Maynard
Road, NW
Atlanta, Georgia 30331
RFord@kippmetroatlanta.org

With a copy to:

Christopher Adams
Krevolin & Horst, LLC
1201 West Peachtree Street, NW, Suite 3250
Atlanta, Georgia 30309
adams@khlawfirm.com

13.12 Publicity.

Any publicity regarding the services or goods provided under this Contract, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor shall not be released without prior written approval by KMAS. Contractor may, however, reference this Agreement in proposals for other contracts or in client lists without prior KMAS approval.

13.13 Extent of Agreement.

This Agreement represents the entire and integrated Agreement between KMAS and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. KMAS and Contractor hereby waive and mutually release each other from any and all prior representations, negotiations or agreements not embodied in this Contract. This Agreement is not intended to and shall not be construed to create any rights against the parties hereto by any persons or entities not a named party to this Contract. This Agreement may be amended only by written instrument and only after such amendment has been authorized by the KIPP Metro Atlanta Board of Directors.

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13.14 Venue & Governing Law.

Subject to Section 13.6, venue of any action brought under this Agreement shall lie exclusively in the State or Superior Court of Fulton County, State of Georgia, or in the United States District Court for the Northern District of Georgia, Atlanta Division, without giving effect to its choice of law principles. Contractor hereby waives any and all objections to the exercise of personal jurisdiction and venue in these courts.

All matters giving rise under or relating to this Agreement shall be governed and construed by the laws of the State of Georgia now in force and as hereafter amended from time to time. This paragraph represents the entire agreement between the parties regarding venue and governing law and replaces any other references to governing law or venue in the Contract Documents or Exhibits.

13.15 Force Majeure.

Both KMAS and Contractor shall not be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond either's reasonable control, including without limitation: acts of God; acts or omissions of governmental authorities; strikes, lockouts or other industrial disturbances.

13.16 Severability.

In the event any provision or any portion of any provision of this Contract, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such remaining provisions or remaining portion of said provision to any other person or circumstances shall not be affected thereby. Said remainder shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Agreement will not be adversely affected.

13.17 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument.

13.18 Section Headings.

The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

13.19 Number and Gender.

Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

13.20 Rights and Remedies Cumulative.

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Any enumeration of rights and remedies set forth in this Agreement is not exhaustive. A Party's exercise of any right or remedy pursuant to this Agreement does not preclude the exercise of any other right or remedy. All of each Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, or which may now or subsequently exist at law or in equity, by statute or otherwise.

13.21 Time Is Of The Essence.

Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.

13.22 Relationship Among Parties.

This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the Parties, and the Parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither Party has any right or authority to assume or to create any obligation or responsibility on behalf of the other Party except as may from time to time be provided by written instrument signed by both parties.

The Parties agree and stipulate that School Facilities personnel, specifically including but not limited to, administrators, teachers and staff do not have any authority to direct, control and/or supervise any Contractor employee and/or subcontractor. Any requests for cleaning services must be made to Contractor's designated site managers.

13.23 Authority.

The Parties hereby represent and warrant that the individuals executing the Agreement have the authority to legally bind KMAS and Contractor respectively.

13.24 Interpretation.

This Agreement is the joint product of negotiations between the Parties and shall not be interpreted or construed against either party hereto, regardless of which Party has been primarily responsible for its preparation.

14.26 Background Check.

KMAS requires that all individuals who will work on a KMAS site (including full-time, part-time and temporary employees, contractors and subcontractors) must be fingerprinted and cleared through the Georgia Criminal Information Center System (GCIS) and the FBI search before they are assigned to work at KMAS. The cost of fingerprinting and all background checks per individual is the responsibility of Contractor. Any failure to comply with this requirement constitutes a breach of this Agreement.

14.27 Georgia Security and Immigration Compliance Act.

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents. Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contractor enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to

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verify information of all newly hired employees, and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

14.28 Transfer of Contractor Employees

KMAS will not transfer employees from Contractor's Payroll to its payroll without express written consent by Contractor. If needed the details between a cash settlement and a term arrangement are available for the corporate office of Bristol. All such arrangements must be procured in writing prior to the transfer of employee to KMAS payroll. Otherwise direct hires of employees from Contractor to KMAS will be subject to a 20% fee made payable to Contractor based on employee's annual salary and full compensation including benefits with Contractor.

14.29 Right to Audit Square Footage

The Parties agree that Contractor shall have the right to audit the Cleanable Square Footage (CSF) of the premises upon which its services are being performed by engaging, at its expense, a reputable provider. In the event that the audit reveals a greater CSF for a facility than that reflected in the Cleanable Square Footage (CSF) of the facility as listed in Exhibit "B", then from the time of the audit, KMAS agrees to pay Contractor an additional fee equal to the price per CSF (calculated by taking the Total Charges for the Facility listed in Exhibit B and dividing same by the listed CSF in Exhibit "B") multiplied by the additional square footage revealed by the audit for that facility. If the audit reveals a lesser CSF for a facility than that reflected in Exhibit B, the Total Charges will be reduced in proportion to the difference between the CSF listed in Exhibit B and the CSF determined by the audit.

If KMAS disagrees with the audit obtained by Contractor, it may obtain its own audit, by a reputable company, at its own expense. If the two audits differ significantly and the Parties cannot agree on the amount of CSF, they shall agree upon a third auditor, with the cost divided evenly among the Parties. The audit with the median CSF shall control.

14.30 Exclusion for Clean-Up Following Non-School Activities

Contractor shall not be responsible for providing cleaning services for facilities utilized for non-school activities, including but not limited to the use of gyms and the like by the general public unless KMAS pays contractor the established hourly rate to perform services as set forth in the Scope of Work for that facility.

IN WITNESS WHEREOF, KMAS and the Contractor have caused this Agreement to be executed by the duly authorized representative of the day, month and year first above written.

Contractor

By: _____

Its: _____

Date: _____

KIPPMetroAtlantaCollaborative, Inc.

By: _____

Its: Executive Director

Date: _____

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**Addendum B
School Facilities Listing**

KIPP Atlanta Collegiate- 98 Anderson Ave NW Atlanta GA.
85,000 CSF* Separate Gymnasium 40,000 CSF

KIPP STRIVE Primary 1444 Lucile Ave SW Atlanta GA
50,000 CSF, LEED Silver Certified (Shared Campus with KIPP STRIVE Academy)

KIPP South Fulton Academy 1286 E. Washington AVE, East Point GA
55,000 CSF, Separate Gymnasium 20,000 CSF

KIPP STRIVE Academy 1444 Lucile Ave SW Atlanta GA
55,000 CSF (Shared Campus with KIPP STRIVE Primary)

KIPP Vision Campus 660 McWilliams Rd SE Atlanta, GA
80,000 CSF (Shared building K-8)

KIPP WAYS Campus 350 Temple St. NW Atlanta GA
80,000 CSF (Shared Campus building K-8)

KIPP Soul Campus 1445 Maynard Rd. Atlanta GA
80,000 CSF (Shared Campus K-8) Separate Gymnasium 20,000 CSF

Woodson Park Academy 20 Evelyn Way NW Atlanta
80,000 CSF (One year occupancy. School expected to relocate in 2021)

KIPP Atlanta Collegiate 98 Anderson Ave NW Atlanta GA
85,000 CSF, Separate Gymnasium 40,000 CSF

New school openings expected over next five years

*CSF- Cleanable Square Feet