

FULTON COUNTY SCHOOLS (FCS) CAPITAL PROGRAM CONTRACTS DEPARTMENT

HOW TO DO BUSINESS GUIDE

Welcome to the Fulton County Schools (FCS) Capital Program Contracts Department. You will find that our procurement operations are similar in many ways to other government organizations. Full and open competition is the foundation of our procurement program, and we abide by the policy and procedures mandated by the Fulton County Board of Education for Capital/Facilities Projects and the appropriate State and Federal regulations and laws in the construction procurement process.

This publication is designed to provide an overview of how you can do business with us. We invite you to visit our web site at www.fcscpcontracts.org the site enables you to use an interactive list of current requirements for bids, proposals, and quotations and of key importance, on-line contractor registration to be added to our Bidder's List.

We look forward to establishing a mutually beneficial business relationship with your organization. If we can be of further assistance, please contact us at 404-669-8974 or use the e-mail capability to contact us directly from our web site.

Mission Statement

Our mission is to acquire construction services and projects in the most timely and cost-effective manner. We add value to the acquisition process through competition, negotiation, and providing the best quality product possible for our most valued assets our students.

Our Vision

To constantly strive to meet or exceed our customer needs and expectation through ensuring maximum competition, best value acquisitions and the best quality products are being provided in the most timely manner

PURPOSE:

The purpose of the contractor's guide is to provide information to contractors that will make doing business with Fulton County Schools (FCS) Capital Program Contracts Department a positive and effective experience. While the guide does not encompass every detail of all regulations, policies and laws governing our procurement practices, it does provide the basic principles of our procurement methods.

Contact Us

Phone: 404-669-8974

Fax: 404-305-2167

E-mail : cpcontracts@fulton.k12.ga.us
contractors@fulton.k12.ga.us

Web Site: www.fcscpcontracts.org

Address: The Meadows Operations Center
CAPITAL PROGRAM CONTRACTS DEPARTMENT
Attn: CAPITAL PROGRAM CONTRACTS MANAGER
5270 Northfield Boulevard
College Park, Georgia 30349

Driving Directions:

Take I-85 to Old National Highway (south of the airport). Go south on Old National Highway. Go through two traffic lights, past McDonald's and a small shopping center, turn right onto Old Bill Cook Road and then almost immediately left onto Northfield Boulevard. The Meadows Operations Center is at the end of Northfield Boulevard.

The Solicitation Process

- **Forms of Solicitation:** The solicitation will follow four basic formats:
 - (1) **Invitation for Bid (IFB)** – Bids will be opened in public and award will be made to the lowest priced, responsible, responsive bidder.
 - (2) **Requests For Proposal (RFP)** - Proposals are evaluated, usually by a committee, and award of a contract is based on “best value.”
 - (3) **Requests For Qualification (RFQ)** – Submittals are evaluated, usually by a committee, and award of a contract is based on “best qualified.”
 - (4) **Request For Quotation [Written (RFWQ) or Request for Sealed Quote (RFSQ)]** - Quotes are evaluated and award made to the lowest responsive and responsible quoter. Quotes will not be opened in a public forum.

- **Notification of Solicitation:** - FCS posts all solicitations, and all addenda to solicitations, on its web site www.fcscpcontracts.org. It is suggested that interested contractors monitor the web site on a frequent basis. Contractors registered on the FCS Bidder’s List are notified by postcard when a solicitation within their commodity group is posted.

- **Late Bids, Proposals Submittals and Quotes:** Bids, proposals, submittals and quotes must be received by the time and date stated in the solicitation or they will not be accepted. No exception will be made to this policy.

- **Pre-Bid/Proposal Conference:** Pre-bid/proposal conferences are held to clarify specifications, answer contractor questions, and in some cases to perform an on-site inspection.

- **Addenda:** Addenda may be required based on many factors, to include but not limited to, written questions submitted, questions asked at pre-bid/proposal conferences, or changes to the FCS requirement. Changes to the solicitation will be made by addenda. The notice of the issuance of an addendum will be posted to the FCS Capital Program Contracts web site www.fcscpcontracts.org. It is the contractor’s responsibility to contact the architect/engineer to ensure they receive all addenda issued for a solicitation. Contractors shall monitor the site for addenda to ensure they have received all addenda issued prior to the submission of a bid, proposal, or quote.

Registering for the FCS Capital Program Bidder's List

Contractor Application: Contractors desiring to provide r services to FCS may complete a bidder's application online at the FCS Capital Program Contracts Department web site – www.fcscpcontracts.org.

Limited Commodities: Contractors are only permitted to sign up for five commodities on their application to those for which they are sure to submit a bid, a proposal, quote or a submittal. If FCS Capital Program Contracts Department does not receive a response (to include a written "no bid") for three consecutive solicitations the contractor will be removed from the appropriate commodity on the Contractor's List.

Company Status Change: Changes to the company's status such as change of address, change in phone number, etc. may be performed by returning to the web site and making the appropriate changes. It is the company's responsibility to maintain current and accurate data on the bidder's list.

SUBMISSION OF DOCUMENTS

- **PURPOSE:**

To provide contractors with information on conditions, requirements, and procedures to prepare bids/proposals/quotes for submission to Fulton County Schools (FCS).

INVITATION FOR BID (IFB)

- **THE INVITATION FOR BID (IFB) PROCESS**

Bidders are required to complete and submit at a minimum the following documents in duplicate as part of their sealed bid. The documents will be part of the solicitation package purchased:

1. Document 00400 – Bid and Acceptance Form
2. Document 00410 - Bid Security Form
3. Document 00480 - Non-Collusion Affidavit
4. Senate Bill 529 – SB 529 Documents will be required after notification of contract award

- **OTHER CRITICAL SECTIONS OF THE IFB**

1. Section 00100 – Invitation for Bid
2. Section 00325 - Pre-bid Conference
3. Section 00330 – Pre-bid Request for Information
4. Section 00700 - General Conditions
5. Section 00800 - Supplementary Conditions
6. Section 00950 - Required Bid Forms

- **LICENSE REQUIREMENTS**

- A. At the time of bid submission and throughout performance of the Work, bidder shall ensure bidder and all subcontractors, regardless of tier; possess the appropriate license (if any) issued by the State of Georgia Professional Licensing Boards Division for the Work to be performed under the Contract.
- B. FCS will verify bidder licensing information before transmitting the Notice of Intent to Award.

- **OBTAINING BID DOCUMENTS**

Bid Documents may be obtained Monday through Friday from the architect/engineer assigned to the project for a stated fee which will be provided in the solicitation and the project announcement.

- A. Bidders are required to utilize a complete set of Bid Documents in preparing a bid.
 - B. The failure or omission of a bidder to receive any Bid Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.
- **EXAMINATION OF PROJECT SITE, WORK AND BID DOCUMENTS**
- A. Bidder shall thoroughly examine and be familiar with the Bid Documents.
 - B. Bidder shall, prior to submission of bid, inspect and examine the Project site of the Work and sites adjacent to the Work, examine the grounds and all improvements and must satisfy by examination, testing and/or other means the bidder may prefer in order to determine the actual conditions and requirements under which the Work must be performed.
 - C. If upon inspection and examination by bidder there is any existing improvement, condition, matter or thing, or condition or requirement of the Work which bidder does not completely understand, bidder shall inquire as set forth in Section 00200 – Instructions to Bidders which is part of the solicitation.
 - D. Failure of the bidder to examine any Bid Document, form, instrument, Addenda, or other document or to visit the Project site and be acquainted with existing conditions shall not relieve bidder from any obligations with respect to the bid and/or Contract.
- **ADDENDA**
- A. Information or any other notice of a change in the Bid Documents will be issued only by the FCS'S Capital Program Contracts office and only in the form of a written Addendum, transmitted by fax or e-mail to all who are known by the issuing office to have received a complete set of Bid Documents. Addenda will be issued only to contractors which purchased the solicitation package.
 - B. Copies of Addendum will be made available for inspection wherever Bid Documents are on file for inspection.
 - C. Each Addendum will be numbered, dated and identified with the Project number.
 - D. It is the bidder's responsibility to ensure the submitted bid includes all Addenda issued prior to the bid submission date.
 - E. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable.
 - F. Addendum issued by the FCS's Capital Program Contracts Office and not noted as being received by bidder as required in Document 00400 – Bid Acceptance Form, may result in the bid being deemed non-responsive.

▪ **COMPLETION OF BID FORMS**

- A. All documents listed in section 200 of the solicitation shall be completed in their entirety.
- B. All blanks shall be completed by filling in the requested information; the bid may be deemed non-responsive if this requirement is not met.
- C. The submitted bid shall not contain any erasures, deletions or other corrections unless each such correction is authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid.
- D. Changes in, or additions to the bid, recapitulations of the proposed Work upon, alternative bids, or any other modifications of the form which is not specifically called for in the Bid Documents may result in the bid being deemed non-responsive.
- E. Bidder shall complete the bid form according to the following:
 - 1. The firm name or name style of the bidder shall agree with bidder Business License.
 - 2. Bid shall be signed by bidder or an individual on behalf of the bidder and only a handwritten signature shall be acceptable.
 - 3. Successful bidder may be required to furnish a letter setting forth the organizational structure of bidder and further describing the firm members and those persons authorized to sign legal documents.
- F. Bidder shall make no stipulations on the Bid Acceptance form nor qualify the offer in any manner.
- G. Bidder failure to submit a price for any offer item or unit price will result in the bid being deemed non-responsive. If bid items are called for and no change in the lump sum base offer is required, enter "No Change."

▪ **OFFER GUARANTEE**

- A. Bidder shall attach to the offer, an offer guarantee, if required therein, in the form of a certified or cashier's check or an offer bond as set forth in Document 00410 – Offer Security Form. If bidder intends to submit a bond (commonly known as a bid bond), bidder shall utilize a security form, supplied by FCS as denoted in Document 00410, secured by a Georgia admitted Surety Company satisfactory to FCS, as a guarantee.
- B. The offer guarantee shall be applied toward, but shall not be considered a limitation upon, any damage which may be sustained by FCS if the bidder fails to abide by any provisions of the Notice of Intent to Award.
- C. In the case of an irregular bond, FCS will contact the surety to confirm the validity of the bond.

- D. Attorneys-in-Fact who sign bonds must file with each bond a certified and effective dated copy of their power of attorney.
- E. Offer shall be guaranteed for a period of thirty (30) days from the date of submission, or as extended by mutual agreement.
- F. If bidder fails and/or refuses to execute Document 00400 – Offer Acceptance Form, provide the necessary bonds within the required time frames, or fails to abide by any provisions of the Notice of Intent to Award, the bid guarantee shall become the property of FCS, as damages; provided that the amount of the offer guarantee which becomes the property of FCS shall not, in any event, exceed the difference between the offer amount and the offer amount of the next lowest, responsible bidder. FCS reserves all other rights and remedies permitted by Georgia law

▪ **BIDDER REPRESENTATIONS**

Submission of a bid warrants and represents:

- A. Bidder has read, comprehends and submits bid in full accordance with provisions of the Bid Documents.
- B. Bidder has visited the Project site and is completely familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Bid Documents.
- C. The bid is based upon the scope, materials, equipment, and systems as required by the Bid Documents without exception.
- D. Bidder has the expertise and financial capacity to perform and complete all obligations under the Bid Documents.
- E. The individual executing the bid forms is duly authorized and empowered to execute the bid forms on behalf of the bidder.
- F. Bidder is aware of and will comply with all applicable code requirements in the performance of the Work.
- G. All expenses incurred by bidder in preparing the bid shall be borne solely by bidder.

▪ **SUBMISSION OF BIDS**

- A. Submit all documents listed in accordance with requirements of the Request for Bid instructions.
- B. All pricing will be written on Document 00400 – Offer Acceptance Form, and be submitted at the time and place indicated in the solicitation documents.
- C. Bid shall be submitted in sealed envelope clearly marked with the solicitation number (example: IFB 000-10).

- D. Envelope shall plainly show name of bidder, description of the Work, IFB number, bid submission date; and shall be deposited with the Capital Program Contracts Department prior to the time scheduled for submission of bids.
- E. A bid arriving on or after the specified time is deemed non-responsive and will not be accepted.
- F. Bidder assumes all responsibility for timely delivery of the bid at the location designated for submission of bids.
- G. Oral, telephonic, facsimile, or a telegraphic bid are invalid and will not be accepted.
- H. The submission of bids shall be taken as prima facie evidence of compliance with Section 00200 – Instructions to Bidders.

▪ **MODIFICATION OR WITHDRAWAL OF BID**

- A. Prior to submission of the bid, a submitted bid may be modified or withdrawn by notice to FCS at the location designated for submission of bids. Such notice shall be in writing over the signature of bidder. A change so made shall be worded as not to reveal the amount of the original bid amount and may be written on the outside of the bid envelope.
- B. A withdrawn bid may be resubmitted up to the bid deadline, provided it then fully complies with the bid requirements.
- C. If a bidder claims to have made a clerical error in their bid, FCS must receive a written request for release from the bid amount within five (5) business days after the submission of the bid. In this request, bidder must certify under penalty of perjury and indicate the date of bid and Project name. The request must also contain: a request to be released from bids; a detailed explanation of the error; the amount of the error; the bid amount if the error had not been made; and, the original unaltered estimating sheets the bid amount was based on.

▪ **SUBMISSION OF BIDS**

- A. Bids will be submitted at the time specified, on the date specified, at Operations Division, Capital Program Contracts Department, The Meadows Operation Center, 5270 Northfield Boulevard, College Park, Georgia 30349.
- B. Bidder, their representatives, and other interested persons may be present at the bid opening.

▪ **REJECTION OF BIDS**

- A. FCS has the right to reject any and all bids.
- B. FCS has the right to deem any bid not accompanied by all items required by the bid documents, or a bid that is in any other way deemed materially incomplete or irregular as a non-responsive bid.

- **AWARD**

- A. FCS has the right to waive any minor irregularities in a bid and to accept the best value, responsive and responsible bidder as determined by the FCS as set forth in Section 00100 – Request for Bid of the solicitation.
- B. FCS may request bidders to submit a cost breakdown prior to award. Failure to submit may render your bid non-responsive.
- C. FCS will transmit a Notice of Intent to Award or reject all bids. Within seven (7) business days after receipt of the Notice of Intent to Award, bidder shall submit to FCS the following:
 - 1. One (1) executed original of the payment bond.
 - 2. One (1) executed original of the performance bond.
 - 3. One (1) executed original certificate of insurance.
- D. If bidder submits all items as required by the Notice of Intent to Award within the specified time frame and if all such items comply with the requirements of the Bid Documents and are acceptable to FCS, FCS will execute the Contract and return a signed copy to the contractor.

- **CONTRACT DOCUMENTS**

After execution of the Contract, FCS shall provide to contractor copies of the Contract Documents.

REQUEST FOR PROPOSALS (RFP)

Offeror is required to complete and submit the following documents as part of their sealed proposal. Documents for actual use by the offeror can be found in Section 00950

– Required Proposal Forms:

- (1) Document 00400 – Proposal and Acceptance Form
- (2) Document 00410 - Proposal Security Form
- (3) Document 00480 - Non-Collusion Affidavit
- (4) Senate Bill 529 – SB 529 Documents will be required after notification of contract award

▪ **OTHER CRITICAL SECTIONS OF THE RFP**

- (1) Section 00100 – Request for Proposal.
- (2) Section 00325 - Pre-proposal Conference
- (3) Section 00330 – Pre-proposal Request for Information
- (4) Section 00700 - General Conditions
- (5) Section 00800 - Supplementary Conditions
- (6) Section 00950 - Required Proposal Forms

▪ **THE REQUEST FOR PROPOSAL PROCESS**

The Request for Proposal (RFP) and is a “competitive sealed proposal” process made pursuant to O.C.G.A. § 36-91-21(c). Contracts will be awarded to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Fulton County Schools, taking into account the factors set forth in the RFP. See O.C.G.A. § 36-91-21(c)(1)(C).

The RFP will be advertised in accordance with O.C.G.A. § 36-91-21(c)(1)(A). The RFP and the accompanying documents contain conceptual program information that describes the required services in a level of detail appropriate to the RFP process and further describes the relative importance of each of the evaluation factors. Id.

All proposals must be received by specified date and local time (per the FCS Capital Program Contracts Department time clock). See O.C.G.A. § 36-91-21(c)(1)(B). The proposals will then be opened and evaluated by a committee based on the evaluation factors discussed in the Proposal Documents. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. If a contract is not awarded based on the initial evaluation, the committee will afford the “responsible offerors” an opportunity for discussions, negotiations and revisions of their proposals. See O.C.G.A. § 36-91-21(c)(2). A “responsible offeror” is one whose proposal meets the criteria proposed by the Fulton County Schools and whose proposal is reasonably susceptible of being selected for contract award. Id. A proposal is “reasonably susceptible of being selected for contract award” if it is within the “competitive range” established by the evaluation committee.

Id. If an offeror's proposal is not evaluated as being within the competitive range, the offeror and its proposal will be excluded from the discussions to save time and money for both the offeror and Fulton County Schools. Responsible offerors who are within the "competitive range" and have submitted proposals that are reasonably susceptible of being selected for contract award will be given an opportunity to discuss negotiate and revise their proposals. O.C.G.A. § 36-91-21(c)(2). The discussions, negotiations and revisions shall take place at the Meadows Operations Center. The evaluation committee will not disclose the contents of an offeror's proposal to another offeror. Id. At the conclusion of discussions, negotiations, and revisions, best and final offers (BAFOs) will be solicited from the responsible offerors.

The BAFOs will be evaluated and the results will be reported to a selection official who will select the proposal that is the most advantageous to the Fulton County Schools based on the evaluation factors in the Proposal Documents. O.C.G.A. § 36-91-21(c)(1)(C). The committee and/or selection official will prepare a written report setting forth the basis on which the award is made. Id. The selection will then be presented to the Fulton County Board of Education for its approval. If approved by the Board and other matters (insurance, bonds, etc.) are settled, a contract will be awarded.

▪ **THE PROPOSAL**

- a. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of the solicitation and within the time constraints stated.
- b. Sealed proposals will be mailed, overnight delivery or hand delivered to the office of the Capital Program Contracts Manager, 5270 Northfield Boulevard, College Park, Georgia 30349. Proposals **will not** be accepted by **fax or email**.
- c. Proposals received after the date and time specified by the time clock in the FCS Capital Program Contracts Department will not be considered.
- d. The Fulton County Board of Education reserves the right to accept or reject any or all proposals and to waive any or all irregularities or technicalities. The Fulton County Board of Education reserves the right to take whatever actions which, in its sole judgment, it deems to be in the best interests of the Fulton County Schools. The judgment of the Fulton County Schools on such matters shall be final.

REQUEST FOR QUALIFICATIONS (RFQ)

- **REQUEST FOR QUALIFICATION (RFQ) PROCESS**
 - A. To be entitled for consideration, sealed submittals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
 - B. Sealed submittals will be mailed or hand delivered to the office of the FCS Capital Program Contracts Manager, 5270 Northfield Boulevard, College Park, Georgia 30349. Submittal will not be accepted by fax or email.
 - C. Submittals received after the date and time specified by the time clock in the FCS Capital Program Contracts Department will not be considered.
 - D. The Board of Education reserves the right to accept or reject any or all submittals and to waive minor irregularities and technicalities. The judgment of Fulton County Schools on such matters shall be final.
- Submittal will be given an initial evaluation by a committee. The results of the initial evaluation will establish a “qualifying range.” Essentially, if a company’s submittal does not meet Fulton County Schools’ standards of acceptance, the submittal will be dropped from the qualifying range to save time for both the Engineer and Fulton County Schools. Offerors in the qualifying range will be notified and an interview meeting will be arranged with FCS representatives. A minimum score must be obtained for recommendation to the Board of Education.
- Results of initial evaluations and subsequent interviews with qualifying firms will be reported to the FCS Capital Program Contracts Department. A list of recommended firms will be presented to the Fulton County Board of Education for approval. If approved by the Board and other matters (insurance, bonds, etc.) are agreed upon, the company will become eligible for project assignment.

REQUEST FOR QUOTATIONS (QUOTES)

REQUEST FOR WRITTEN QUOTE (RFWQ)

REQUEST FOR SEAL QUOTE (RFSQ)

▪ REQUEST FOR QUOTATION PROCESS

1. All Quotations shall be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. Corrections shall be initialed in ink by the person signing the quotation.
2. Specifications used are intended to be open and non-restrictive. Contractors are invited to inform the FCS Capital Program Contracts Department whenever specifications or procedures appear not to be fair and open.
3. By submitting a quotation, the contractor warrants that services supplied to the FCS meet or exceed specifications set forth in the solicitation, except as may be otherwise noted in contractor's exceptions.
4. All supplies, materials, and equipment provided to FCS must be new and in first-class condition unless the solicitation specifically allows for used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products must be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. Delivering any such equipment to FCS will be deemed to have breached its requirement of the quotation, and appropriate action will be taken by the FCS Capital Program Contracts Department.
5. A responsive contractor shall submit with his quotation: The solicitation quotation schedule or the Quote Acceptance Form; alternate proposals stating additions to, or deductions from, the base quotations lump sum amount for substituting, omitting, adding, changing or altering materials, equipment, or construction from that shown within the documents. Include all alternate price, the cost of all work, including modification of other related items, overhead and profit.
6. Time of delivery is a part of the solicitation and an element of the purchase order that is to be awarded. If the contractor cannot meet the required delivery date, a quotation should not be submitted. Time shall be stated in "calendar" days. Failure to deliver in accordance with the contract could result in the contractor being declared in default.

7. The Quotation shall be signed by an authorized officer of the company.
8. Telephone, or fax quotations will not be accepted.

SURETY INFORMATION

INTRODUCTION:

Unless stated in the solicitation below is the general surety requirements to do business with FCS.

- **BID/OFFER/QUOTATION GUARANTEE (Normally referred to as a Bid Bond)**

The bid/proposal/quote must be accompanied by a guarantee in an amount equal to 5% of the amount of the base amount. This guarantee shall be a bond issued by a surety licensed by the Commissioner of Insurance for the State of Georgia.

The guarantee shall insure the execution of the contract and the furnishing of performance and payment bonds if awarded the contract and as required by the solicitation documents.

The responsive and responsible low bidder/offeror/quoter failure to execute the Contract or to supply the required documents (bonds and certificates of insurance) within the time frame specified or within such extended period as FCS may grant, shall constitute a default. In such event, FCS may award the contract to the next responsive and responsible low bidder/offeror/quoter or re-solicit, at FCS' sole discretion.

FCS may charge the defaulting bidder/offeror/quoter with the difference between the amount of its bid/offer/quote and the amount for which the contract for the work is subsequently executed.

The bond and the monies payable thereon will be paid to FCS as liquidated damages if bidder/offeror/quoter fails or refuses to execute and return to FCS the required insurance certificates, performance and payment bonds, and executed Contract within thirty (30) days of the Notice of Award.

- **PERFORMANCE AND PAYMENT BONDS**

The selected bidder/offeror/quoter will be required to furnish a performance bond and a payment bond issued by a surety company licensed by the Commissioner of Insurance of the State of Georgia to do business as an insurance company in the State of Georgia. The performance and payment bonds must be in an amount equal to one hundred percent (100%) of the contract price.

The bonds are furnished as security for the faithful performance of the work of this Contract, including stipulations and agreements of the Contract, the payment of all bills and obligations arising out the performance of the Contract, which bills and obligations might or would in any manner become a claim against FCS, and

guaranteeing the work included in the Contract against faulty materials and poor workmanship for one (1) year after final acceptance of the work by FCS. All performance bonds and payment bonds provided by the selected bidder shall be accompanied by an affidavit from the selected bidder that an investigation has been made and that the surety is licensed by the Commissioner of Insurance to do business as an insurance company in the State of Georgia and is further authorized to serve as a surety.

A performance bond satisfactory to FCS in amount equal to one hundred percent (100%) of the total contract price and a payment bond in amount equal to one hundred percent (100%) of the total contract price, shall be required of the selected bidder to guarantee completion of the work under the Contract and payment for all labor and materials.

Bonds shall be executed by an agent of the surety residing in the State of Georgia. The date of these bonds shall be the same as the date of the Notice of Award letter. The surety shall appoint an agent for service in Atlanta, Georgia upon whom all notices shall be shown on each bond.

The agent executing the bonds on behalf of the surety shall file with the bonds a General Power of Attorney, unlimited as to amount and type of bonds covered by such Power of Attorney, and certified by an official of the surety.

FCS will not execute the Contract until it receives and approves the bonds.

If, at any time after the execution of the Contract, FCS determines the surety is unsatisfactory, FCS shall have the right to require new bonds by issuing a notice to the contractor that the surety is unsatisfactory. Failure by the contractor to provide replacement performance and payment bonds issued by a surety that is found to be satisfactory to FCS shall constitute a default.

In the event of the contractor's default under the terms and conditions of the General Conditions, FCS shall have such rights and may take such actions as are granted to it in the event of a default by the contractor pursuant to the General Conditions.

FCS shall not be responsible for any costs incurred as a result of the selected bidder's failure to comply with its obligation to secure performance and payment bonds as set forth herein.

INSURANCE

- **Basic Insurance Requirements.** Prior to commencing Work, contractors shall procure and maintain insurance at their own cost and expense against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services by contractor, its agents, representatives, employees or Subcontractors.

1. Insurance is to be placed with insurers admitted to do business in the State of Georgia and approved by FCS.
 2. Each insurance coverage required by the Minimum Limits of Insurance shall be endorsed to state that coverage shall not be canceled or modified except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to FCS in accordance with the notice provisions of this Agreement.
- **Minimum Limits of Insurance.** The contractor and each of its subcontractors shall obtain insurance of the types and in the amounts described below:
 1. Commercial General Liability Insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate including contractual or assumed liability;
 2. Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident/\$1,000,000 in annual aggregate.
 3. Workers' Compensation Insurance and Employees Liability insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer's Liability limits of not less than \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit.
 4. Professional Liability (Errors and Omissions) Insurance may be required where appropriate.
 - **Other Insurance Provisions.** All policies required by FCS except Professional Liability (Errors and Omissions) insurance are to contain, or be endorsed to contain, the following provisions:
 1. FCS, Board of Education, and any other person or entity specified by FCS, as well as each of their officers, employees, agents and volunteers, are to be covered as additional insureds.
 2. For any claims related to this Project, insurance coverage shall be primary as to FCS, Board of Education, and any other person or entity specified by FCS to be named as additional insured, as well as each of their officers, employees and volunteers. Any insurance or self-insurance maintained by FCS, its officers, officials, employees or volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it.

- **Lapse in Coverage**

If a Contractor or any Subcontractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of Contract. FCS, at its sole option, may terminate this Contract and recover all damages from contractor resulting from said breach. Alternatively, FCS may purchase such coverage (but has no obligation to do so), without further notice to contractor, and deduct from sums due to contractor any premium costs advanced by FCS for such insurance.

- **Verification of Insurance**

Contractor shall furnish FCS with original certificates and amendatory endorsements effecting and evidencing coverage required by this Section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms acceptable to FCS. All certificates and endorsements are to be received and approved by FCS before work by Contractor under this Contract commences. FCS reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements (and policies, if requested) affecting the coverage required by these specifications.

- **Duration of Coverage**

The insurance coverage required per the contract shall be maintained without interruption, for a period of two (2) years after Final Completion of the Project, unless otherwise stated herein.

PROTEST PROCESS

▪ **BID/OFFER/QUOTATION PROTEST**

This section describes the mandatory administrative procedure whereby bidders/offerors/quoters may challenge contracts or awards. The FCS will process protests in a timely and consistent manner to assure that all individuals are accorded equal consideration for the award of Contracts.

- A. All protests must be submitted in writing to the Capital Program Contracts Department within three (3) business days after the bid/proposal/quotation submission. Any protest received after the three (3) day period will not be considered. FCS will only consider those protests from bidders/offerors/quoters who submitted a timely bid/proposal/quote for the applicable Contract.
- B. The initial protest should include all matters the bidder/offeror/quoter wishes the FCS to consider in deciding the protest outcome. Additionally, the protest must include the following:
 - 1. School name and Project description;
 - 2. Project number and bid number;
 - 3. Nature of protest;
 - 4. Documentation supporting the allegations;
 - 5. Statement of the specific relief requested.

Issues not raised in the initial protest may, at FCS's discretion, be deemed waived with prejudice.

An aggrieved bidder/offeror/quoter may supplement its protest with supporting exhibits, evidence or documents that were not available at the time of the initial protest filing. However, such supplemental documentation must be provided to FCS as soon as such material is reasonably available and must be provided prior to any ruling on the protest.

- C. Protests should be sent by U.S. Mail, overnight delivery or hand delivery to:

Capital Programs Contracts Manager
Fulton County Schools
The Meadows Operations Center
5270 Northfield Blvd.
College Park, Georgia 30349

The outside of the envelope should clearly state "Bid/Proposal/Quotation Protest" in large bold letters. Protests will be deemed received when they are physically received by the Capital Programs Contracts Department.

- D. FCS will thoroughly review and evaluate all protests and base the decision on the merits of the protest. A written response will be provided by the FCS with all findings and specified remedies within five (5) business days of the receipt of the protest. Any appeal from FCS's decision shall be made in accordance with Fulton County Board of Education Procedure DJE.