



BOARD OF EDUCATION

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Mike Looney, Ed.D., Superintendent*

DATE: March 29, 2021

TO: All Offerors

FROM: Angela R. Young 
Executive Director of Contracting

RE: Request for Proposal No. 141-21, Telecommunications - Cellular Services

Please see Addendum No. 1 for the above-referenced solicitation.

ADDENDUM NO. 1
RFP NO. 141-21
TELECOMMUNICATIONS - CELLULAR SERVICES

A. The following change has been made to the above-referenced solicitation:

Delete: Pages 1, 15, 19, 28, 29, 30

Add: REVISED 3/29/2021 Pages 1, 15, 19, 28, 29, and 30

B. All other terms and conditions remain the same.



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ADDENDUM NO. 1
RFP NO. 141-21
TELECOMMUNICATIONS - CELLULAR SERVICES
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DATE: March 5, 2021

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting

RE: **Request for Proposal No. 141-21, Telecommunications - Cellular Services**

Fulton County Schools (FCS) invites you to submit a proposal furnishing any and all goods and/or services required for Telecommunications - Cellular Services.

A Pre-Proposal Conference will be held on **Thursday, March 18, 2021** at **10:00** a.m. via Microsoft Teams. If the Offeror is interested in attending, please provide an email address to wecare@fultonschools.org no later than **Friday, March 12, 2021** by **2:30 p.m. EST** so that an invitation can be provided.

Sealed Proposals will be received subject to the attached terms specified in "Proposal Conditions," at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. **Proposals will be received up to 2:30 p.m. local time (as per the Contracting Department time clock) on Tuesday, April 13, 2021. Proposals must be time stamped by FCS in the manner described herein in order to be timely.**

Questions regarding the proposal process should be directed in writing to the Executive Director of Contracting via facsimile at (470) 254-1248 or via email at wecare@fultonschools.org. **Only questions received prior to 4:00 p.m. on Tuesday, March 23, 2021 will be considered.**

Proposals are subject to rejection if the signature page is not completed and returned with the proposal on or before time of proposal opening.

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE AND PLAINLY MARKED "REQUEST FOR PROPOSAL NO. 141-21," ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF THE PROPOSAL OPENING. IF NOT SUBMITTING A PROPOSAL, "NO PROPOSAL" MUST BE INDICATED AS SUCH ALONG WITH THE SOLICITATION NUMBER ON THE OUTSIDE OF THE ENVELOPE. FOR IDENTIFICATION PURPOSES, THE CONTRACTOR'S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcspurchasingdept.org

NOTICE: Any person entering as to all Fulton County Schools premises: Any Person entering the premises waives all civil liability against the premise's this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises. (O.C.G.A. § 51-16-3)

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

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H. Primary and Non-Contributory Coverage

For any and all claim(s), the Offeror's insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by FCS shall be non-contributory.

I. Health Insurance

The Offeror agrees that any obligation to provide health insurance to the individuals utilized by the Contractor shall be the sole and exclusive responsibility of the Offeror.

J. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least ~~forty-five (45)~~ **thirty (30) day** day's prior written notice to FCS.
2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making FCS and FCS's boards, officials, directors, officers, employees, agents, and volunteers Additional Insureds under such policies.
3. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of FCS, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.
4. Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Offeror to FCS, Attn: Contracting Dept., 6201 Powers Ferry Road, Atlanta, GA 30339. Certificate must include RFP, RFQ, or Contract number and Project name.

K. Claims-Made Policies

If Offerors' Professional (Errors and Omissions) Liability Insurance is written on a claims-made coverage form:

1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of Contract work.

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PROPOSAL CONDITIONS

SECTION III – POST AWARD

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9. PROGRESS REPORTS

When requested by FCS, the Contractor shall furnish such reports as required.

10. INDEPENDENT CONTRACTOR STATUS

Contractor agrees that it is an independent contractor and FCS is not responsible for the payment of any salaries, taxes, health insurance, benefits or other costs associated with the provision or workers by Contractor employees under this Agreement. FCS is not responsible or liable for the hiring, termination, or discipline of Contractor's employees.

All workers utilized by Contractor to perform work for FCS ("assigned workers") are intended by the parties to be the common law employees of Contractor and not of FCS. As such, Contractor is responsible for: (a) providing workers' compensation and general liability insurance coverage with respect to the assigned workers, (b) providing assigned workers with compensation and benefits and contributing to Federal Social Security, state unemployment, and other required funds through payroll; (c) complying with all obligations under the Affordable Care Act ("ACA"); and (d) verifying that all assigned workers are legally eligible to work in the United States under Federal immigration laws. Contractor retains sole and exclusive liability for all contributions, taxes, payments, obligations and tax filings required to be made for the assigned workers under all applicable federal or state income tax laws, unemployment and workers' compensation acts, social security acts, the ACA and other such legislation; and Contractor shall fully indemnify FCS for any failure by Contractor to comply with such laws.

FCS is not responsible or liable for the hiring, termination, or discipline of Contractor's employees. If there are allegations of misconduct involving one or more of Contractor's employees connected to any work under this Agreement, FCS reserves the right to require the Contractor to remove promptly any of Contractor's employees from FCS' premises pending the resolution of the employee misconduct. Contractor agrees to promptly comply with any such request from FCS and to cooperate in any investigation with FCS. The failure to cooperate with FCS may result in the termination of the agreement or non-renewal of any agreement with the Contractor, which will be determined by FCS' sole discretion.

11. FORCE MAJEURE

Neither FCS nor Contractor shall not be responsible for any delay or failure of any other obligations hereunder due to any occurrences commonly known as force majeure, including but not limited to, acts of God, war, acts of terror, labor disputes, strikes, lockouts, civil commotion, pandemic, epidemic, international trade disputes to list of factors, or acts of government or government agency or officers.

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ADDITIONAL CONDITIONS

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authorized by and directed to the Contracting Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company's response.

13. CONFLICT OF INTEREST

As part of the negotiation process, the Offeror is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of FCS and the name of any FCS employee who owns, directly or indirectly, a stock interest in the Offeror's firm or any of its branches. The Offeror is required to disclose any other real or apparent conflict of interest with any FCS employees.

14. DEBARMENT AND SUSPENSION

~~Institutions~~ FCS shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. ~~Institutions~~ FCS shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the ~~U.S. Department of Agriculture or any other~~ any Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify ~~the~~ ~~Entities~~ FCS if Contractor is debarred ~~by any~~ Federal or State Agency or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

15. RECORD RETENTION

The successful Offeror agrees to retain all books, records and other documents relative to this agreement for five (5) years after final payment. ~~The Entities, their~~ FCS, its authorized agents and/or Federal grantor agency, the comptroller General of the United States, or any of their duly authorized representatives and/or state representatives shall have full access to, and the right to examine any books, documents, papers, and or records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

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16. CLEAN AIR ACT AND CLEAN WATER ACT

The successful Offeror agrees to comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq., section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. Contractor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities; and Contractor will immediately notify ~~the Entities~~ FCS of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

17. ENERGY POLICY AND CONSERVATION

~~Compliance~~ Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Fulton County ~~Board of Education energy conservation plan and Gwinnett County Public Schools~~ Board of Education energy conservation plan issued in compliance with the Energy policy and Conservation Act (Public Law 94-163, 89 Stat.871).

18. LABOR SURPLUS AREA FIRMS

It is the intent of ~~the Entities~~ FCS to assure that Labor Surplus Area Firms have an equal opportunity to participate in ~~the Entities~~ FCS's Purchasing requirements.

19. GIFTS AND GRATUITIES

Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

20. SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

21. FULFILLMENT OF ORDERS

If reimbursement is lost due to failure to meet the terms of this contract or unauthorized substitutions of product, ~~the Entities~~ FCS **MAY** require the supplier to pay a dollar amount equal to the cost of the product, the reimbursement lost, and any fines. In addition, ~~the Entities~~ FCS may put the distributor on ~~the Entities~~ FCS's debarment lists and restrict the ~~company~~ Contractor

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or any representative of the ~~company~~ Contractor from participating in future solicitations ~~with the Entities' school nutrition programs~~ by FCS.

22. CRIMINAL HISTORY BACKGROUND CHECKS

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract. The Contractor shall be notified in writing of FCS' intent to award a contract, and shall proceed at that time, to coordinate the criminal history background

checks with the FCS Department of Safety & Security, (470) 254-0599. If the criminal history summary report reveals any felony convictions or no final disposition for a charge, the FCS Department of Safety & Security shall determine if the Contractor's employee is eligible/ineligible to perform services in FCS. Contractors shall not employ for the services of FCS, any person who does not pass the criminal history summary background check, as determined by the FCS Department of Safety & Security.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check, and be deemed eligible to perform services for FCS, as determined by the FCS Department of Safety & Security. This shall be done prior to the employee starting work.

23. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

In performing the services called for in this contract, the Contractor shall comply with the following:

Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 and implementing regulations).

- Family Educational Rights and Privacy Act (20 U.S.C. § 1232g and implementing regulations) in a manner to assure compliance with the confidentiality requirements thereof.
- Federal laws (including Title VI, VII and IX) prohibiting discrimination based upon race, sex, religion, national origin, marital status and disability.
- Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq. and implementing regulations).

24. PIGGYBACK CLAUSE

This solicitation allows for other State and Local Government to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between Offeror and the third-party entity.

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