



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Director

REQUEST FOR E-QUOTE NUMBER: 16FB103621C

PROJECT TITLE: Fire and Intrusion Alarm Systems at Welcome All Park and Fire Station 23

DEPARTMENT: Real Estate and Asset Management

DUE DATE: August 17, 2016

WILL BE RECEIVED UNTIL: 2:00 P.M.

LAST DAY FOR QUESTIONS: August 12, 2016

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *August 17, 2016 AT 2:00 P.M.*

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendoreselfservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

EFFECTIVE JULY 1, 2013, STATE LAW REQUIRES THAT ALL CONTRACTS FOR THE PHYSICAL PERFORMANCE OF SERVICES FOR ALL LABOR OR SERVICE CONTRACT(S) THAT EXCEED \$2,499.99 (EXCEPT FOR SERVICES PERFORMED BY AN INDIVIDUAL WHO IS LICENSED PURSUANT TO TITLE 26, TITLE 43, OR THE STATE BAR OF GEORGIA) MUST COMPLY WITH THE ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT. THE COUNTY CANNOT ENTER INTO A CONTRACT FOR THE PHYSICAL PERFORMANCE OF SERVICES THAT EXCEEDS \$2,499.99, UNLESS THE CONTRACTOR HAS REGISTERED WITH, IS AUTHORIZED TO USE AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM COMMONLY KNOWN AS E-VERIFY. BEFORE A BID FOR ANY SUCH SERVICES IS CONSIDERED BY THE COUNTY, THE BID SHALL INCLUDE A SIGNED, NOTARIZED AFFIDAVIT FORM THE CONTRACTOR ATTESTING THE AFFIANT HAS REGISTERED WITH, IS AUTHORIZED TO USE, AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM.

CONTACT NAME:
Felicia Brooks

E-MAIL ADDRESS:
Felicia.Brooks@fultoncountyga.gov

FAX NUMBER:
404-612-0351

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bidding.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendoreselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
4. **STATE OF GEORGIA IMMIGRATION REQUIREMENT.** Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The County cannot enter into a contract for the physical performance of services unless the contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify.

Before a bid for any such services is considered by the County, the bid shall include a signed, notarized affidavit from the contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.
5. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
6. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
7. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
8. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
9. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
10. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
11. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

12. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
13. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
14. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
15. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
17. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
18. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received by Accounts Payable.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code

- d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
- a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
 - b. Department Representative Name
19. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
20. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
21. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
22. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
23. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
24. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.
25. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS

Replacement of Fire and Intrusion Alarm Systems at Welcome All Park and Fire Station 23 *Department of Real Estate and Asset Management*

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to furnish labor and material for Replacement of Fire and Intrusion Alarm panels at the following facilities.

1. South Fulton Multi-Purpose Center (Welcome All Park)
4255 Will Lee Road, College Park GA 30349
2. Fire Station # 23
4121 Cascade Road, Atlanta GA 30331

2. CONTACT PERSON

Please contact Felicia Brooks, Procurement Officer name by e-mail Felicia.Brooks@fultoncountyga.gov or Fax (404) 612-0351 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

This is a one-time procurement.

4. PRODUCT/SERVICE SPECIFICATIONS

The successful vendor will replace the fire and intrusion alarm panels at Welcome All Park and Fire Station #23.

Scope of Work

The successful bidder shall provide the following contractual services:

The work consists of systematically removing the existing panels, removing any device not required per code, installation of new panel and installation of addressable devices and testing and commissioning of the new system. The sequence of operation and system outages must be discussed and finalized between the vendor and Department of Real Estate and Asset Management

4.1 General Requirements

- 4.1.1 The intent of this project is to protect the facility with a fire alarm system that is fully operational and one that meets all the requirements in the current fire code and (b) to provide remote monitoring capability through Fulton County's Central Monitoring station located at 130 Peachtree Street, Atlanta GA 30303

- 4.1.2 Successful vendor must be qualified and hold a GA State issued Low Voltage License.
- 4.1.3 Vendors must have experience of not less than five (5) years in design, installation and maintenance of fire alarm systems. The successful vendor will be required to submit documentation verifying their experience.
- 4.1.4 Successful vendor will be required to submit all engineering evaluations, design and drawings and submit all technical information related to the product installed.
- 4.1.5 Successful vendor must certify that the alarm system being offered is the latest available model and that support and all replacement parts and devices will be available for a minimum of five (5) years from the date of commissioning.
- 4.1.6 The work must be carried out with minimum outage of the alarm system. Any requirement for fire watch must be planned in advance and intimated to the occupant and Department of Real Estate and Asset Management.

4.2 Demolition

- 4.2.1 The existing panel must be removed and disposed of as directed by Department of Real Estate and Asset Management.
- 4.2.3 Any initiating devices removed from the building must be disposed of in an environmentally acceptable manner.
- 4.2.4 Existing wiring must be used for new devices. For this purpose new devices must be located in such a manner that their location will not cause any change in the wiring.
- 4.2.5 Signaling devices such as strobes, horns and speakers may be removed only if any/all of them do not meet requirements in the relevant fire code.
- 4.2.6 When a device is removed from a location the wall/ceiling must be repaired and must appear as though there was no device installed there.

a. New system

- 4.3.1 The new system must provide digital voice and fireman's phone system and meet all requirements of a voice evac system.
- 4.3.2 Existing audio/video devices may be used only if they meet the relevant and latest fire codes.
- 4.3.3 An LCD panel on the main alarm panel must indicate any alarm situation through text messages. The LCD must be of 80 characters or more.
- 4.3.4 The main alarm panel must be complete, with built in power supply (assuming utility power to be 110 Volts, 60 Hz, Single phase)
- 4.3.5 The main panel must be supported by sufficient back-up battery power, with built in charging capability.
- 4.3.6 The fire alarm panel must be capable of reporting all alarm conditions to a central monitoring computer station located at 130 Peachtree Street, Atlanta GA 30303
- 4.3.5 The alarm messages must provide full location information on the initiating device/s
- 4.3.6 Initiating devices replaced/brought in to compliance includes relay modules, control modules, pull stations, phone jacks, smoke detectors, heat detectors and smoke control system where ever applicable.
- 4.3.7 Any interlocking with Building Automation System must be reviewed and restored, retaining its full capability.
- 4.3.8 No part of the existing panel, internal wiring or enclosure shall be re-used.

However field wiring from/to the panel may be re-used after verifying their soundness.

- 4.3.9 All installations and devices must meet all NFPA 72 requirements set forth by the AHJ (Atlanta Fire department) and the Fulton County Fire Marshal.
- 4.3.10 After installation, tests shall be conducted to verify individual devices, the panel and the voice-evac system. The sound tests may be coordinated with Department of Real Estate and Asset Management
- 4.3.11 The entire project will be completed in full compliance with NFPA Standards NFPA 70, NFPA 72, NFPA 101 and other applicable standards. In the event of any conflict with regard to compliance to standards, opinion of the AHJ will be recorded and will be considered final and binding.

- b. There will be a **site visit** to determine the requirements and to collect information pertaining to the existing installations. Vendors interested in responding are encouraged to attend.

Date: Thursday, August 11, 2016 at 10:00 am

Meeting Place: Fire Station # 23, 4121 Cascade Road, Atlanta GA 30331 (Both sites will be visited)

5. PRICING SHEETS

Prices shall remain firm through December 31 2016.

Please indicate the prices in the Pricing Form at the end of the document as follows.

- (1) Replacing the existing panels: This must show the cost of panels, removing the existing panel and replacing with new panel/panels.
- (2) Include the cost of carrying out any rectification of existing deficiencies.

There will be no price escalation during the validity of the purchase order. Prices shall be all-inclusive, freight and all charges paid for delivery at the project facilities, Welcome All Park and Fire Station #23.

No	Facility Name	Account	Panel Type	Number of Devices / Zones	Replace with	Cost of Replacement including Installation	Additional cost for rectification of deficiencies if any
A	<u>Fire Alarm Panel</u> South Fulton Multi-Purpose Center (Welcome All Park)	472	SK 5207	59	SK 5208	1. \$ _____	2. \$ _____
B	<u>Security Panel</u> South Fulton Multi-Purpose Center (Welcome All Park)	472	GE NX 8E	38	GE NX 8E	3. \$ _____	4. \$ _____
C	<u>Fire Alarm Panel</u> Fire Station 23 and Police Precinct	522	SK 5207	18	SK 5208	5. \$ _____	6. \$ _____
D	<u>Security Panel</u> Fire Station 23 and Police Precinct	----	None	4	GE NX 8E	7. \$ _____	8. \$ _____

6. SPECIAL CONDITIONS/INSTRUCTIONS

Prospective bidders to this solicitation must possess Low Voltage Contractor's License issued by the Secretary of State, Georgia and must upload a copy of the license along with the response. Prospective bidders to this solicitation must possess Low Voltage Contractor's License issued by the Secretary of State, Georgia and must upload a copy of the license along with the response.

Prior to commencement of any work, the contractor will meet with facility maintenance personnel to discuss the points of contact, building access and invoice processing.

6.1 Working hours

All specified installation and testing may be accomplished during normal business hours. The bidder may choose to accomplish some of the work at other than normal business hours at no additional cost to the county. The timing of repair services will be dictated by the seriousness of the situation. For the purpose of this contract normal working hours will be from 7:00 A.M to 5:00 P.M. Monday thru Friday, excluding Fulton County holidays. Any additional work requested by Fulton County to be performed outside of normal working hours (including weekends and holidays) will be paid at a the quoted rate, subject to a maximum of 1.5 times the rate of the basic hourly rate bid. Holiday rates will apply only to holidays officially recognized by Fulton County.

6.2 Warranty

The successful bidder will be responsible for providing warranty on all parts and labor for minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than 90 days, the manufacturer's standard warranty period will prevail. Any repair or replacement required within the warranty period will be at the expense of the successful bidder. Parts under warranty will be replaced at no additional cost to Fulton County.

6.3 Technical Reports

The successful bidder is required to submit a technical report within five (5) days of completion of installation. The report must contain *necessarily* the following information:

1. Address of each device as reported on the panel
2. Status of each device as reported
3. Deficiencies if any.

6.4 Inventory

The bidder must certify below that he has a full inventory of parts and services required within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The bidder understands that having the materials/ supplies/ services on an "if needed, as needed, and when needed basic" will be used in selecting the successful bidder. Fulton County reserves the right to reject any bid failing to meet this requirement.

6.5 Delivery

Delivery requirements will be as required by the individual zonal managers. However, the successful bidder must be capable of responding to emergency warranty repair calls within eight (8) hours.

- [a] Emergency requests: services must be provided within eight (8) hours to mitigate the emergency situation.
- [b] High priority requests: services must be provided within twenty-four (24) hours.
- [c] Routine requests: services must be provided within three (3) days.

6.6 Evaluation

Evaluation of quote will be based on the price quoted for the system in each building and vendor's experience in this field.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

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

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE- POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000

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

Bodily Injury and Property Damage Liability	Each Occurrence -	\$1,000,000
(Other than Products/Completed Operations) General Aggregate -		\$2,000,000
Products\Completed Operations	Aggregate Limit -	\$2,000,000
Personal and Advertising Injury	Limits -	\$1,000,000
Damage to Rented Premises	Limits -	\$ 100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Bodily Injury & Property Damage Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles)
4. **UMBRELLA LIABILITY**
(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

CERTIFICATES:

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis. .

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

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

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

Such certificates and notices shall be sent to:

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

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall li it or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

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

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

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

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

