



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000- 2008 Achievement of Excellence in Procurement Award
National Purchasing Institute

Cecil Moore, Director



REQUEST FOR QUOTE NUMBER: 09CR70164YC

WILL BE RECEIVED UNTIL 2:00 P.M. October 8, 2009

DESCRIPTION: FIRE ALARM SYSTEM TESTING AND MAINTENANCE/GENERAL SERVICES DEPARTMENT

Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at www.fultonvendoreselfservice.co.fulton.ga.us. You must be a registered vendor in order to respond to quotes.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW. 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.

Table with 3 columns: CONTACT NAME (CYNTHIA RICHARDSON), E-Mail Address (cynthia.richardson@fultoncountyga.gov), Telephone Number (404-612-6959)

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.

*Person submitting this e-quote has 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 QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for 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 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 Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at <https://fultonvendorelfselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **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.
5. **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.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for 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.
7. **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.
8. **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.
9. **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.

10. **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.
11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **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.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. 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.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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.

20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.

COMPANY: _____ **SIGNATURE:** _____

NAME: _____ **TITLE:** _____ **DATE:** _____

THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 09CR70164YC
Opening Date: October 8, 2009 2:00 P.M. EST

FIRE ALARM SYSTEM TESTING AND MAINTENANCE SERVICES
GENERAL SERVICES

1. DESCRIPTION

The Fulton County Department of Purchasing and Contract Compliance is soliciting quotes from qualified vendors to provide all parts, labor, transportation and materials necessary to provide testing, maintenance and repair of Fire Alarm Systems in the buildings located in the Central Fulton Area for the General Services Department for a twelve (12) month period beginning date of award.

All materials, supplies, services and/or parts supplied to Fulton County shall be of the highest quality and must conform to any related State, Municipal, or Federal standards and must be consistent with standard commercial practices.

2. PRODUCT/SERVICE SPECIFICATIONS: Fire Alarm System Testing and Maintenance Services

Work shall include, but is not limited to, the following:

1. Perform one (1) annual preventive maintenance and testing task for all system components as required in NFPA 72.
2. A written report for each facility on results of all tests and maintenance.
3. Bar-coding and uploading the devices and system components information to BuildingReports.Com web reporting system.
4. Rectification of any deficiency observed based on prior approval by Fulton County authorized office.
5. Any defect observed during the inspection must be rectified by the successful vendor, if specifically authorized by Fulton County. The cost of such repairs will be paid in addition to the quoted prices for annual maintenance and testing. Invoicing for these services will be based on the prices quoted for labor and parts with any discounts or mark ups as applicable.

System Impairment

The successful bidder shall notify the appropriate County representative identified in this specification **AND** the Fire Department providing coverage for

the building, whenever any portion of a Fire Alarm System is taken out of service.

Any testing or maintenance that impairs the system capabilities and/or sets off the alarm shall be carried out only after normal working hours. However, the timing of repair, if any, will be determined by the seriousness of the situation.

SCOPE OF WORK

Services Frequency

All testing and maintenance service shall be performed at least once yearly. All annual services listed must be performed at one time. Payment shall be at the rate indicated for testing and maintenance services only.

Testing and Maintenance

The following testing and maintenance tasks will be performed annually:

1. All Control Panels:
 - Clean exterior and interior of panels.
 - Perform LED lamp tests, blow out dust and check back-up batteries.

NOTE: Batteries will be replaced as required at parts price specified or adjusted at supplies price and at quoted discount and labor rate.

2. Smoke and Heat Detectors:
 - Clean all smoke and heat detectors per manufacturer's specifications.
 - Clean surface with approved cleaner.
 - Test operation of all smoke detectors in accordance with manufacturer's specifications. (Smoke or Magnetic test)
 - Smoke detectors shall be tested for sensitivity as specified in NFPA 72(2007), section 7.3.2.1.

NOTE: Smoke and heat detectors will be replaced, if required, at quoted parts price and labor rate.

3. Horns and Strobes:
 - Verify that all horns are clearly audible with existing background noise.
 - Verify that all strobes operate and all strobes in each loop operate simultaneously.

NOTE: Inoperative strobes and horns will be replaced at quoted parts price and labor rates.

4. Duct Smoke Detector:
 - Clean per manufacturer specifications.
 - Test operation of all duct smoke detectors.

NOTE: Defective duct smoke detectors will be replaced at quoted parts price and labor rates.

5. Pull Stations:

- Test operation of all pull stations in accordance with manufacturer's recommendation.

NOTE: Defective pull stations will be replaced at quoted parts price and labor rates.

6. Fireman Phone Jacks:

- Verify operation of all phone jacks.
- Reattach loose wires hardware as required within the junction boxes.

7. Fireman Override Panel:

- Test all functions of fireman's override panel.
- Troubleshoot and repair any malfunctions at labor and parts pricing quoted.

8. Update the device inventory listed in Attachment 2.

Sequence of Testing and Maintenance:

1. All testing and maintenance required in a single building complex will be performed before initiating work in a subsequent building.
2. All maintenance on smoke and heat detectors will be accomplished before initiating testing of systems. The County will inspect a minimum of 5% of smoke detectors for quality control of performed maintenance.
3. All testing of smoke and heat detectors, duct smoke detectors, horns and strobes, fireman's phone jacks, etc. will be accomplished with the contractors initiating the test at the device and County technician monitoring trouble and alarm indications at control panels. Communication will be accomplished using County provided two-way radios.
4. Cleaning and testing of duct smoke detectors will be coordinated to minimize labor in gaining access to devices. However, the successful vendor shall provide enough technicians to accomplish thorough testing.
5. After completion of all individual zones, the system will be allowed to go into full building alarm and then wait for five minutes after the alarm is activated. Provide a report based on the "Full Alarm" test, giving details of observations and shortcomings.
 - A. The contractor will co-ordinate with Central Zone Maintenance Manager before placing the system on general alarm.
 - B. At this time the operation of all interlocks associated with each smoke

detector will be verified and recorded.

- C. Verify and record the operation of the fireman override panel.
- D. Verify and record elevators capture on activation of specific smoke/heat detector.
- E. Provide an estimate for rectification of defects observed, if any, during the General Alarm conditions.
- F. After each phase of testing, the testing team will ensure that the system is returned to normal operation.

4. PRICING SHEETS

Note: Successful vendor must bid on all items. Do not leave blanks. State “no charge” or “no quote” where applicable. Fulton County reserves the right to delete any item(s) from the award.

- A. Annual testing and maintenance specified in the scope of work for all equipment listed in attachment 2. (Please see System Impairment & Working Hours)

1.	Auburn Ave Library	\$
2.	Central Library	\$
3.	Government Center Complex	\$
4.	Justice Center Complex	\$
5.	Judge Romae T Powell Juvenile Justice Center	\$
6.	Medical Examiner’s Office building	\$_____

Currently we do not have a complete device listing for the Medical Examiner’s Office Building and Judge Romae T Powell Juvenile Justice Center.

- B. Labor rate for repair work and tasks other than testing and maintenance:

7.	Hourly rate for normal work hours	\$_____/hr
8.	Hourly rate for work beyond normal work hours	\$_____/hr

****Note:** Normal work hours: 7.00 AM to 5.00 PM, Monday through Friday excluding Fulton County holidays.

Beyond normal work hours: 5:00 PM to 7:00 AM Monday through Friday, Weekends and Fulton County holidays for any repair/upgrade activity only.

	DEVICE	MANUFACTURER	MODEL#	PRICE
9.	Smoke Detector	System Sensor	2100T (A)	\$
10.	Pull Station	FCI	MS-6	\$
11.	Pull Station	Federal Signal	4050-00IT-201	\$
12.	Horn	Wheelock	ET-1010	\$
13.	Strobe/Horn	Wheelock	ET-1090	\$
14.	Strobe/Horn	System Sensor	MAAS1215ADA	\$
15.	Heat Detector	FCI	502	\$
16.	Smoke Detector	FCI	PSD-7121	\$
17.	Duct Detector	Brk Electronics	DH-1851DC	\$
18.	Strobe/Horn	FCI	FSL/HP-24	\$
19.	Pull Station	Johnson Controls	JBGX-10L	\$
20.	Intelligent Sensor	Johnson Controls	2551J	\$
21.	Intelligent Sensor	Johnson Controls	1551J	\$
22.	Duct Detector	Johnson Controls	DH2851	\$
23.	Battery	Power Sonic	PS-1270	\$

5. SPECIAL CONDITIONS/INSTRUCTIONS

The County may award in whole or in part or by section to more than one vendor. Failure to submit a bid price for any line item with a section will deem your quote "non-responsive" for that particular section.

Experience and Qualifications

Vendor shall have in its employ at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, safely and economically provide the services specified in this document. The vendor must provide copies of certifications for service personnel who will work on this contract to demonstrate they are qualified to perform maintenance on fire alarm systems. See NFPA 72 (2007), PAR 7-1.2.2 for required certifications. Copies of certifications must accompany the quote when submitted. Failure to provide certifications may

lead to vendor being declared non-responsive.

Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151. At least one (1) contact person on each crew assigned to work in County facilities must be able to clearly communicate verbally with the Fulton County Contract Administrator to resolve any issues on site. At least one (1) member of each crew that performs work on the County's sites must have a valid driver's license. Vendor must operate maintenance vehicles that are in good repair, mechanically and aesthetically, while on County sites.

Vendor must be knowledgeable and must have at least three (3) years experience in testing, servicing and repairing the following types of Fire Alarm Control Systems:

1. Johnson Controls "Metasys" and IFC 2020 Systems
2. Simplex Controls
3. Honeywell – Notifier
4. SilentKnight

Vendor must provide at least three (3) references who will provide testimony in support of vendor's capabilities and experience. The references must include name of project and the name and contact information of the person who supervised the contract. Quotes that do not include the references may be considered non-responsive.

Maximum Repair Allowance

The successful bidder is responsible for submitting an estimate prior to performing any repairs outside of the scope of testing and maintenance. This estimate shall include an estimated cost for repair and also estimated cost of replacing the item. The successful bidder must identify any item where the cost of repair is equal to or greater than seventy-five (75%) of the price of a new item. Failure to adhere to the requirements of this program may be grounds for termination of the contract.

Example: Cost of New Fire Control Panel = \$2,000.00
Maximum Repair Allowance on Fire Panel = \$1,500.00
Cost of Repair of Fire Panel = \$1,700.00

Action: Recommend replacement of old Fire Control Panel instead of repair.

Parts Pricing

This paragraph is only applicable for work provided beyond routine testing and maintenance. The successful vendor is required to supply all parts associated with testing and routine maintenance under the scope of this contract. All items must be new.

- A. Approval must be obtained from the designated Fulton County representative prior to purchasing any parts. The following documents must be provided

when submitting invoices for payment:

1. An invoice indicating the price paid for the part to the supplier and/or manufacturer.
 2. If any freight was associated with the shipment of the parts, a paid freight invoice must be submitted.
- B. The successful vendor's reimbursement for parts priced at \$500 or less specifically listed in these bid specifications will be computed utilizing the following formula:

(Vendor's cost for part) x (1+ Vendor's Markup Percentage) + Cost of Freight

Example:	Vendor's Cost for Parts	= \$20.00
	Vendor's Markup on Parts	= 10%
	Vendor's Freight Cost	= \$5.00

Reimbursement = (\$20.00 x 1.10) + \$5.00 = \$27.00

- C. All other markups on parts greater than \$500 will be individually approved by the designated County representative. Fulton County reserves the right to reject any and all pricing for parts and to require the successful vendor to install parts procured from other sources. If Fulton County elects to procure parts from an outside source, the successful vendor's warranty shall extend to labor only.

Warranty Clause

The successful vendor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days. If the part supplied by the vendor has a manufacturer's warranty exceeding ninety (90) days, the vendor shall facilitate application of that warranty for that part. 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.

Technical Reports

The successful vendor is required to submit a technical report on service calls within five (5) days of completion (Attachment I).

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, and services on an "if needed, as needed, and when needed," basis will be used in selecting the successful vendor. Fulton County reserves the right to reject any quote failing to meet this requirement.

Delivery

Delivery requirements will be as required by the Central Zone Maintenance Manager. However, the successful vendor must be capable of responding to emergency repair calls within two (2) hours. The successful vendor is required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The successful vendor must respond to requests in accordance with the following criteria:

- A. **Emergency Request:** Services and/ or parts must be provided within two (2) hours to mitigate the emergency situation.
- B. **High Priority Request:** Services and/or parts must be provided within twenty-four (24) hours.
- C. **Routine Request:** Services and/or parts must be provided within three (3) days.

Compensation for services against emergency, high priority, and routine requests will be made at the basic hourly rates quoted.

Award

Award(s) will be made to the lowest, most responsive and responsible bidder(s). The period of award will be from the date of award and continue for a period of twelve (12) consecutive months.

Fulton County reserves the right to award the contract to more than one vendor and to add to or delete from the list of buildings in the Bid Pricing Information any time during the currency of the contract.

Fulton County will have a minimum of ninety (90) days to process and award at the prices bid. The price quoted shall remain valid for acceptance from the date for a period of twelve (12) consecutive months.

Issuance of a purchase order will bind the bid prices for the stated duration of the award.

Bid Evaluation

To determine the lowest, most responsive and responsible bidder(s), Fulton County will consider the following information in this bid:

- a. Price for annual testing and maintenance quoted.
- b. Labor charges quoted. Fulton County will anticipate, though do not undertake, using 120 hours of after-hours labor for repair and rectification work.
- c. A combination of price quoted for all items and cost of anticipated repair

- charges will be used.
- d. Parts pricing and discount/mark up will be considered for comparison only if the price comparison in “c” above is insufficient to suggest a lowest bidder.
 - e. Qualifications/Certification of the Vendor's technicians as supported by documentary evidence submitted along with the bid
 - f. Bidder's references.
 - g. Compliance with product specifications and brand requirements, as required in “Bid Pricing Information.
 - h. Bidder's compliance with other requirements in this specification.

Invoicing

A copy of the Technical Report (Attachment I) must accompany each individual invoice submitted. All invoices must include, as a minimum, the Fulton County building Asset Number, Date of Service, Scope of service and hours logged from the service ticket.

Invoice will be returned unpaid to the vendor when any or all of the following conditions exist:

1. Invoice contains charges for items not referenced in original bid schedule (I.E. Trip charges, restocking fees, handling fees, mileage, taxes, etc.)
2. Invoice does not contain any/all the required information (I.E. Location, purchase order number and building asset number).
3. Invoice not accompanied by technical report
4. The pricing on the invoice does not correspond to the bid price.

The successful bidder will be required to develop and co-ordinate with the Department of General Services a schedule of testing and maintenance services within ten (10) days after notification of award.

Working Hours

- A. For the purpose of this contract the normal working hours will be 7 A.M. through 5 P.M. Monday through Friday, excluding Fulton County observed Holidays. The successful bidder is required to respond to all emergency calls within two (2) hours of notification of calls.
- B. All of the annual maintenance and testing shall be carried out after normal business hours or on week ends. The price quoted must be based on working completely after-hours.
- C. The successful vendor must employ a sufficient number of personnel with communication equipment such as walkie-talkies for completing the tests. At least one (1) qualified person must be employed to monitor the central alarm stations while other technician(s) carry out maintenance/testing of field units. Fulton County will not supply any of its staff for assisting vendor with the testing

and/or maintenance.

- D. The successful bidder and the appropriate County representative shall conduct a walk-through of the system after maintenance and repairs are completed to demonstrate that the system is fully functional.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

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 Name and 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.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. 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	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

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

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
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(Other than Products/Completed Operations) General Aggregate - \$2,000,000
To include Designated Per Project/Location Endorsement #CG2503/CG2504

Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits 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 - \$2,000,000

5. FIDELITY BOND and CRIME

(Employee Dishonesty - Theft) Each Occurrence - \$100,000

Above to include 3rd Party Coverage

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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 should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

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

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor 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.

PROTECTION OF PROPERTY

Contractor 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 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 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.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its 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 costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the

Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____



Attachment I

General Services Department Fire Alarm System: Inspection and Testing

1. Service Organization

Name _____
Address _____

Service Tech _____
License # _____

Phone # _____

2. Property

Building Name _____
FULCO Asset # _____
Address _____

Contact Name _____
Phone # _____

3. Type of Service

Annual _____ Non-recurring _____

4. Battery Inspection

A. Battery replaced
Yes _____ Panel # _____
No _____ Panel # _____

Battery test completed, general and specific tests (see NFPA 72, table 7.2.2)

Panels' # _____

General Services Department

Fire Alarm System: Inspection and Testing

5. Deficiencies noted in testing

1. Panels

2. Smoke Detectors

3. Pull Stations

4. Tamper Switches

5. Horns/Strobes

6. Heat Detectors

6. Results of full system tests to include Fireman's Override panel operation

7. Additional Comments/Discrepancies

Date of tests _____ **Signature of Tech** _____

Attachment –II

Consolidated Inventory List for the Facilities

Location – 1

Building: Fulton County Auburn Avenue Library
Control Panel: 1 – Honeywell Notifier

Device or Item	Category	Quantity
Control Panel	Control	1
Remote annunciator	Control	1
Battery	Control	8
Pull Station	Initiating	22
Smoke/Heat Detector	Initiating	45
Phone Station	Control	1
Strobe/Speaker-Strobe	Notifying	74
Duct Detector	Initiating	8
Tamper Switch	Supervisory	16
Handset	Control	6
Water flow Switch	Initiating	6
Phone Jack	Control	11
Elevator	Auxiliary	2

Location – 2

Building: Fulton County Central Library
Control Panel: 1 - Simplex 4100

Device or Item	Category	Quantity
Control Panel	Control	1
Battery	Control	2
Annunciator	Control	1
Pull Station	Initiating	23
Phone Jack	Control	52
Smoke Detector	Initiating	40
Duct Detector	Initiating	30
Heat Detector	Initiating	4
Printer	Control	1
Elevator	Auxiliary	4
Handset	Control	3

Location – 3

Building: Fulton County Government Center
Johnson Controls System 5000

Device or Item	Category	Quantity
Battery	Control	32
Control Panel	Control	16
Smoke Detector	Initiating	220
Pull Station	Initiating	55
Heat Detector	Initiating	64
Duct Detector	Initiating	55
Handset	Control	20
Phone Jack	Control	53
Phone Station	Control	9
Waterflow Switch	Initiating	27
Tamper Switch	Supervisory	29
Elevator	Auxiliary	2

Location – 4

Building: Fulton County Justice Center Complex
Control Panel - Johnson Controls 2020

Device or Item	Category	Quantity
Smoke Detector	Initiating	352
Duct Detector	Initiating	97
Pull Station	Initiating	151
Heat Detector	Initiating	15
Phone Station	Control	21
Control Panel	Control	2
Battery	Control	140
Elevator	Auxiliary	3
Power Supply	Control	69
Tamper Switch	Supervisory	24
Waterflow Switch	Initiating	23
Phone Jack	Control	66
Handset	Control	2

TOTAL INVENTORY – ALL BUILDINGS IN GOVT CENTER AND JUSTICE CENTER

This Inventory Report lists each of the devices and items that are included in all the facilities. A complete inventory count by device type and category is provided.

Device or Item	Category	Quantity
Control Panel	Control	20
Annunciator	Control	2
Battery	Control	182
Power Supply	Control	69
Phone Station	Control	31
Phone Jack	Control	182
Handset	Control	39
Pull Station	Initiating	249
Heat Detector	Initiating	83
Duct Detector	Initiating	189
Smoke Detector	Initiating	697
Water flow Switch	Initiating	53
Tamper Switch	Supervisory	64

Location 5

MEDICAL EXAMINER BUILDING

SYSTEM: Silent Knight

Device listing:

Remote Annunciator	1
Pull Stations	13
Smoke Detectors (Photoelectric)	08
Duct Detectors	03
Horns and Lights	24
Number of floors	2

Location 6

JUDGE ROMAEE T. POWELL JUVENILE JUSTICE CENTER

SYSTEM: Notifier

Device listing:

Annunciator Panels	2
Pull Stations	102
Detectors – Photoelectric	450
Detectors – analog, heat	41
Horns and Lights	300
Number of floors	5

(Some omissions are expected in the quantities listed)