



# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

**REQUEST FOR E-QUOTE NUMBER: 14RD94054B**

**PROJECT TITLE: South Fulton Tennis Center Clock Tower Repair Services - Parks & Recreation**

**DUE DATE: 7/15/2014**

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

**LAST DAY FOR QUESTIONS: 7/14/2014**

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERSON 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](http://www.fultoncountyga.gov).

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER 7/15/2014 AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT [www.fultonvendoreselfservice.co.fulton.ga.us](http://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:  
Rodney E. Dority

E-MAIL ADDRESS:  
rodney.dority@fultoncountyga.gov

FAX NUMBER:  
(404) 893-1734

**REQUEST FOR QUOTE  
GENERAL TERMS AND CONDITIONS**

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 for Quote shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the goods 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. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.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.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the 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 outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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

### 2014CLOCKTOWERREPAIR

#### Repair of clocks at the Clock Tower at the South Fulton Tennis Center for the Parks and Recreation Division of the Planning & Community Services Department

23. **DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors for **Repair of clocks at the Clock Tower at the South Fulton Tennis Center for Parks and Recreation Department**

24. **CONTACT PERSON**

Please contact Rodney Dority at 404.612.5821 or by [rodney.dority@fultoncountyga.gov](mailto:rodney.dority@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

25. **REPAIR AND MAINTENANCE SERVICES SPECIFICATIONS**

3.1. General Information

3.1.1 The clock has four faces.

a. Scope of Work.

The scope of work includes, but is not limited to, the following:

- 3.2.1 Repair or replace the clock movement. The clocks shall work in one master – four slave configuration. The movements shall be moisture sealed. The clock movement and controller must be able to operate accurately under sub-freezing temperatures and saturated humidity environments
- 3.2.2 Install a Master Clock reset controller that will provide automatic reset for clock timings in the event of power failure and adjust the clocks for modified daylight saving times.
- 3.3.3 The master controller must be of latest GPS Corrected timings and must automatically reset the four clocks to adjust to current day light savings times.
- 3.3.4 The controller must have latest version of firmware and /or software. Requirement for updating of any of these, if any, must be accomplished by the successful vendor.
- 3.3.3 The master clock reset controller must be equipped with a battery back up that will maintain time base and programming
- 3.2.4 Replace all sets of hands with new, balanced aluminum hands. The hands shall provide best visibility during day time
- 3.2.5 Install a remote control panel with similar user friendly panel for adjusting the clocks if necessary
- 3.2.6 Reset and start-up the system.
- 3.2.7 Provide dial lighting with white instant start fluorescent fixture and zero degree ballast, controlled by photocell controller
- 3.2.8 Provide periodic maintenance and calibration of the system. (Quote rates separately)

26. **SPECIAL CONDITIONS/INSTRUCTIONS**

It is recommended that the intending vendors make a site visit to evaluate the requirements. Request for modification to any contract awarded may not be entertained if the vendor has not collect all necessary potential repair information while conducting a site visit.

Vendor will make all arrangements, at their own cost and responsibility, for providing the logistic support required for repair, including, but not limited to, required scaffolding, lifting arrangements and removal and disposal of existing clock parts.

The County will recognize only written and signed communications from firms. The County shall not be responsible for oral interpretations given by any County employee, representative, or others.

The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each Respondent, prior to submitting a bid, to contact, Fulton County Purchasing Department, at (404) 612-5800, to determine if addenda were issued and to make such addenda part of the bid.

4.1 **INVOICING**

Invoices submitted shall contain the following necessary information:

- a. Name and asset number of the building.
- b. Date and time service is performed.
- c. Fulton County Purchase Order number (invoices shall reflect service order/work order for not more than that one building).

Invoices must be submitted within 15 days of completion of work. Fulton County will not accept responsibility for payment against any invoice after December 31 of the year.

Invoice shall not contain any charges that are not recognized in this specification. Charges for freight, packing, consumables like rugs, cleaning agent etc, and miscellaneous charges shall not be invoice.

Invoice/s not conforming to the above requirements will be rejected.

4.2 **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.

4.3 **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.

4.3 WARRANTY

The successful vendor will be responsible for providing a warranty on all parts and labor for one (1) year. If the vendor can give an extended warranty please provide years and type of warranty.

Describe warranty extension and/or service agreement cost and coverage:

27. **INSURANCE & 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:

28. 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.

29. 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).

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:

30. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT -	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	- \$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	- \$500,000.

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

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

32. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	-	\$1,000,000
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33. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
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34. **UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
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35. **PROFESSIONAL LIABILITY**

Each Occurrence	-	\$1,000,000
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(Required if respondent providing quotation for professional services).

36. **FIDELITY BOND**

(Employee Dishonesty)	Each Occurrence	-	\$ 100,000
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37. **BUILDERS RISK** Contractor will provide 'All-risk' form of builder's risk insurance providing coverage against damage by fire or other peril on all "all-risk" form, including demolition and increased cost of construction removal and the full replacement cost of the Project foundations and containing an agreed amount endor and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at l following sub-limits of insurance and deductibles:

**Sublimits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

7/15/2014 at 2:00 p.m. EST

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, except such as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days 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 conditions of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provision.

If Fulton County Government shall so request, the Offeror, 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

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

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

#### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the 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, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreements.**

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

38. **PRICING SHEETS**

39. All-inclusive cost for replacing four clock movements and hands and supply and installation of other components as stated in Scope of Work in **Section 3, (REPAIR AND MAINTENANCE SERVICES SPECIFICATIONS)** and Special Conditions in Paragraph 4 above, to completely install and make operational the clock.

\$ \_\_\_\_\_

40. Six Month (6) Preventative Maintenance Services Cost.

\$ \_\_\_\_\_

Repair Work must be completed to meet an August 1, 2014 operational deadline.

**Warranty for work performed must be provided.**

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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 services<sup>1</sup> 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 program<sup>2</sup>,<sup>2</sup> 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].

STATE OF GEORGIA

COUNTY OF FULTON

**FORM 2: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
3O.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.

4\*[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].