



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**22ITB134894C-MH**

**Maintenance and Testing of Fire-Intrusion Alarm  
Systems**

**For**

**Department Of Real Estate & Asset Management**

**Entec Systems, Inc.**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONSULTANT
- ARTICLE 18. PROFESSIONAL RESPONSIBILITY
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

*Exhibits*

<b>EXHIBIT A:</b>	<b><u>GENERAL CONDITIONS</u></b>
<b>EXHIBIT B:</b>	<b><u>SPECIAL CONDITIONS</u></b>
<b>EXHIBIT C:</b>	<b><u>SCOPE OF WORK</u></b>
<b>EXHIBIT D:</b>	<b><u>PROJECT DELIVERABLES</u></b>
<b>EXHIBIT E:</b>	<b><u>COMPENSATION</u></b>
<b>EXHIBIT F:</b>	<b><u>PURCHASING FORMS</u></b>
<b>EXHIBIT G:</b>	<b><u>CONTRACT COMPLIANCE FORMS</u></b>
<b>EXHIBIT H:</b>	<b><u>INSURANCE AND RISK MANAGEMENT FORMS</u></b>

**APPENDICES**

**APPENDIX 1:**

## CONTRACT AGREEMENT

Consultant: Entec Systems, Inc.

Contract No.: 22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems

Address: 450 Satellite Blvd # P  
City, State Suwanee, GA 30024

Telephone: 770-931-0800

Email: JCoile@entecsys.com

Contact: Brent Laws  
President

This Agreement made and entered into effective the 1st day of January, 2023, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Entec Systems, Inc., hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Performing on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document., hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on 11-16-2022 and 22-0873.

## ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform Performing on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to

Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 9. **CONTRACT TERM**

### **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on 1<sup>st</sup> day of January, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

#### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2025 and shall end no later than the 31<sup>st</sup> day of December, 2025.

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 10. COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$35,000.00, (thirty five thousand dollars), which is full payment for a complete scope of work.

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.



Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

## ARTICLE 12. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

## ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

#### ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities.

Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

#### ARTICLE 22. **INDEMNIFICATION**

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to 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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**22.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**22.3 Defense.** Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

**22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any

Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**22.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

## ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to

deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll



deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

### ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

### ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

### ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a

change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

**ARTICLE 34. NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director  
141 Pryor St.  
Atlanta, Georgia 30303  
Telephone: 404-612-3772  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph Davis

**With a copy to:**

Department of Purchasing & Contract Compliance  
Interim Director  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Entec Systems, Inc.  
450 Satellite Blvd # P Suwanee, GA 30024  
Telephone: 770-931-0800  
Email: [JCoile@entecsys.com](mailto:JCoile@entecsys.com)  
Attention: Brent Laws

**ARTICLE 35. JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the

standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 38. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

**ARTICLE 40. INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**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](mailto: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

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight

(48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

#### ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall

terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
*Robert L. Pitts*  
14E1B4AA5F6A44A...  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONSULTANT:

**Entec Systems, Inc.**

DocuSigned by:  
*Brent Laws*  
67E8E3AC4F6A419...  
Brent Laws  
President

ATTEST:

DocuSigned by:  
*Tonya R. Grier*  
EECA76C4837648D...  
Tonya R. Grier  
Clerk to the Commission

DocuSigned by:

Secretary/  
Assistant Secretary

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:  
*Patrick O'Connor*  
64E8937846AF49C...  
Office of the County Attorney

ATTEST:

DocuSigned by:  
*Laura Mobley*  
4F84D8D8BBBC481...  
Notary Public

APPROVED AS TO CONTENT:

County: Forysth

DocuSigned by:  
*Joseph Davis*  
B20334A88008422...  
Joseph Davis, Director  
Department Of Real Estate & Asset  
Management

Commission Expires: November 3, 2025

(Affix Notary Seal)



ITEM#: <u>2022-0873</u>	RCS: <u>11/16/2022</u>	ITEM#: _____	RM: _____
<b>RECESS MEETING</b>		<b>REGULAR MEETING</b>	



# **ADDENDA**



Project Title & Number 22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date June 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Closing Date has been Extended:**

**June 30, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.1**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, June 30<sup>th</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 7<sup>th</sup> day of June, 2022.

ENTEL SYSTEMS, INC.

Legal Name of Bidder

[Signature]  
Signature of Authorized Representative

Acct Mgr

Title



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: June 28, 2022

This Addendum forms a part of the contract documents and modifies the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 7, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.2**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 7<sup>th</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 2, 7<sup>th</sup> day of July, 2022.

ENTEC SYSTEMS, INC.  
Legal Name of Bidder

Jared Coile

[Handwritten Signature]  
Signature of Authorized Representative

Acct Mgr  
Title



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.3**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 3, 21 day of July, 2022.

ENTEL SYSTEMS, INC.  
Legal Name of Bidder

Jared Coile

[Signature]  
Signature of Authorized Representative

Acct Mgr  
Title



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.4**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 4, 21 day of July, 2022.

ENTECL SYSTEMS, Inc. Jared Coile  
Legal Name of Bidder

[Signature]  
Signature of Authorized Representative

ALCT Manager  
Title



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 12, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**Questions and Answer**

**Fire Alarm Device Listing**

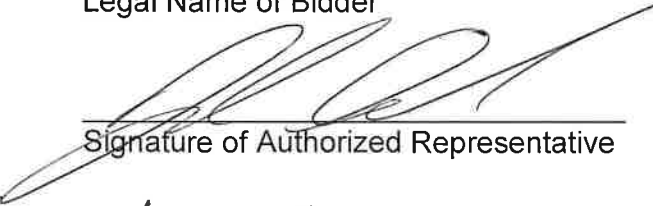
**ACKNOWLEDGEMENT OF ADDENDUM NO.5**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 5, 21 day of

July, 2022.

ENTEC SYSTEMS, INC Jared Corle  
Legal Name of Bidder

  
Signature of Authorized Representative

ACT MGR  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

---

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.



8. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**EXHIBIT B**

**SPECIAL CONDITIONS**

## SPECIAL CONDITIONS

### 1. Experience and Qualifications

The Bidders must provide copies of certifications for service personnel who will work on this contract to demonstrate that they are qualified to perform maintenance on Fire Alarm Systems.

See NFPA 72 (2016) for required certifications.

1.1 The Bidders must be knowledgeable and must have experience in

testing, servicing and repair of following types of Fire Alarm Control Systems **AND** submit references that verify such experience in testing, servicing and repair:

- (a) Notifier
- (b) Simplex Controls
- (c) Edwards Controls
- (d) Silent Knight

1.2 The Bidders must be capable of connecting and configuring

"Automatic De-Fibrillator Units" to the Fire Alarm System and/or 911 call system as the case applies and where required.

1.3 If the successful Bidder does not have the capability for testing,

maintaining or repair of any of the systems involved the vendor must facilitate such work by subcontracting the work. Such sub-contracting will be the responsibility of the successful vendor.

## 2. Maximum Repair Allowance

The successful Bidder is responsible for submitting an estimate prior to performing any repairs outside 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 seven-five (75%) of the price of new item. Failure to adhere to the requirements of this program will be grounds for termination of the contract.

Example: 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.

## 3. Parts Pricing

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

3.1 Approval must be obtained from designated representative prior to purchasing parts. The following documents must be provided when submitting invoice for payment:

- (a) An invoice indicating the pricing the price paid for the part to the supplier and/or manufacturer.
- (b) If any freight was associated with the shipment of the parts, a paid freight invoice must be submitted.

3.2 The successful Bidder's reimbursement for parts priced at \$500 or less specifically listed in these bid specifications will be computed utilizing the following formula:

$(\text{Bidder's cost for part}) \times (1 + \text{Bidder's Markup Percentage}) + \text{Cost of Freight}$

Example: Bidder's cost for Parts = 20.00

Bidder's Markup on Parts = 10%

Bidder's Freight Cost = 5.00

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

3.3. All other markups on 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 bidder to install parts procured from other sources. If Fulton County

elects to procure parts from an outside source, the successful bidder's warranty shall extend to labor only.

#### **4. Warranty Clause**

The successful Bidder 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.

#### **5. Technical Reports**

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

# **EXHIBIT C**

## **SCOPE OF WORK**

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

- 4.1.1 Performing preventive maintenance and testing tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections.
- 4.1.2 A written report for each facility on results of all test and maintenance.
- 4.1.3. Service call outside the scope of work for testing and maintenance. Invoicing for these services will be at the quoted rate for labor and parts with any discounts or mark ups as quoted on the parts price.

**4.2 System Impairment**

- 4.2.1 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.
- 4.2.2 Any testing or maintenance that impairs the system capabilities and/or sets off alarm shall be carried out only after proper and sufficient coordination with building occupants and County's Maintenance POC. However, the timing of repair, if any, will be determined by the seriousness of the situation.
- 4.2.3 The successful bidder will be required to work after normal working hours
- 4.2.4 The successful bidder and the appropriate County Representative shall conduct a walk-through of the system after maintenance and repairs are complete to demonstrate that the system is fully functional

**4.3 Working Hours**

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.

**4.4. 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.

#### **4.5. Testing and Maintenance:**

The following testing and maintenance tasks will be performed annually.

##### **4.5.1 All Control Panels: Clean exterior and interior of panels.**

Perform LED lamp tests, blow out dust and check back-up batteries. Batteries will be replaced as required at parts price as quoted in the price schedule below or adjusted at supplies price and at quoted discount and labor rate.

##### **4.5.2. 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 manufacturers' specifications. (Smoke or Magnetic test)

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

Smoke Detectors shall be tested for sensitivity as specified in NFPA 72 — 2016

##### **4.5.3 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. Inoperative strobes and horns will be replaced at quoted parts price and labor rates.**

##### **4.5.4 Duct Smoke Detector: Clean per manufacturer specifications. Test operation of all duct smoke detector. Defective duct smoke detectors will be replaced at quoted parts price and labor rates.**

##### **4.5.5 Pull stations: Test operation of all pull stations in accordance with manufacturer's recommendation. Defective pull stations will be replaced at quoted parts price and labor price**

##### **4.5.6 Fireman Phone Jacks: Verify operation of all phone jacks. Reattach loose wires hardware as required within the junction boxes.**

##### **4.5.7 Fireman Override Panel: Test all function of fireman's override panel. Troubleshoot and repair any malfunctions at labor and parts pricing quoted.**

#### **4.6 Sequence of Testing and Maintenance:**

##### **4.6.1 All testing and maintenance required in a single building will be performed before initiating work in a subsequent building.**



- 4.6.2 All maintenance on smoke and heat detectors will be accomplished before initiating testing of systems. The County will verify a minimum of 5% of smoke detectors for quality control of maintenance performed.
- 4.6.3 All testing of smoke and heat detectors, duct smoke detectors, horns and strobes, fireman's phone jacks, etc. will be accomplished with the contactors initiating the test at the device and County technician monitoring trouble and alarm indications at control panels.
- Communication will be accomplished using cell phones or radios.
- 4.6.4 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 persons to accomplish thorough testing.
- 4.6.5 After completion of all individual zones, the system will be allowed to go into full building alarm, wait for five minutes after the alarm is activated. Provide a report based on the "Full Alarm" tests giving details of observations and shortcoming.
- 4.6.6 The contractor will co-ordinate with Central Fulton Maintenance Manager before placing the system at Justice Center or Government Center on general alarm.
- 4.5.6.1 At this time the operation of all interlocks associated with each smoke detector will be verified and recorded.
- 4.5.6.2 Verify operation of all door interlocks and fire screens/doors
- 4.5.6.3 Verify and record the operation of the fireman override panel.
- 4.5.6.4 Verify and record Elevators capture on activation of specific smoke/heat detector.
- 4.5.6.5 Provide an estimate for rectification of defects observed, if any, during the General Alarm conditions.
- 4.6.7 After each phase of testing, the testing team will ensure that the system is returned to normal operation.
- 4.6.8 Any maintenance that could cause an alarm condition in the following buildings will be carried out only after normal hours of operation or during weekends.

Bidders must factor-in the additional cost in the quoted amount.

- Justice Center Complex
- Government Center
- Juvenile Justice Center

#### **4.7 Deficiencies**

- 4.7.1 ON conclusion of annual inspection, the contractor shall prepare a deficiency listing, if deficiencies exist, and submit along with the report
- 4.7.2 Within one week from date of inspection, the contractor shall submit accost estimate for rectification of any observed deficiency.
- 4.7.3 Repair/replacement of deficiency shall be undertaken upon approval of estimate by Fulton County's Contracts Manager

# **EXHIBIT D**

## **PROJECT DELIVERABLES**

## PROJECT DELIVERABLES

---

### **Technical Reports**

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

# **EXHIBIT E**

# **COMPENSATION**

## **COMPENSATION**

---

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$35,000.00. The detailed costs are provided below:

**SECTION 2**

**BID FORM**

BID FORM

Submitted To: Fulton County Government

Submitted By: ENTECH SYSTEMS, INC

For: #22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm System

Submitted on \_\_\_\_\_, 2022.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)  
(add lines 88, 89, 90 & 91 for Total Base Bid Amount below)

\$ 41,525  
(Dollar Amount in Numbers)

Fourty One Thousand Five hundred : twenty Five dollars <sup>00</sup>/<sub>100</sub>  
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

### PRICING SHEETS

Annual testing and maintenance specified for all equipment at locations listed.

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
<u>CENTRAL FULTON</u>					
1	Justice Center Complex	185 Central Ave	Notifier/IFC 2020	1619	\$ 6,000
2	Juvenile Justice Center	395 Pryor Street	Notifier NFS 3030	400	\$ 4,000
3	Medical Examiner's Office	430 Pryor St	SK5207	22	\$ 140
4	Government Center	141 Pryor Street, Atlanta	Notifier	2932	\$ 8,500
5	Central Library	1, Margaret Mitchell Sq	Notifier Verifire	341	\$ 2,500
6	Auburn Research Library	101, Auburn Ave	Notifier NFS2-640/E	130	\$ 800
7	Peachtree Branch Library	1315 Peachtree St., NE	SK 4720	24	\$ 165
8	Ponce de Leon Branch Library	980 Ponce de Leon Ave., NE	SK4720	16	\$ 165
9	East Atlanta Library	457 Flat Shoals Rd, SE	SK 5700	27	\$ 165
10	Helene S. Mills Senior MP Center	515 John Wesley Dobbs	SK5208	43	\$ 260
11	Southeast Senior Center	1650 Newton Circle	SK5207	40	\$ 265
12	Auburn Senior Center	300 Edgewood Ave., NE	SK2820	25	\$ 190
13	Center for Rehabilitation	265 Boulevard	SKIFF 1000	155	\$ 925



#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

14	Health/Human Services	137 Peachtree St., SW	SK 5820 XL	80	\$ 500
----	-----------------------	-----------------------	---------------	----	--------

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
15	Robert Fulton Library	5090 Abbotts Bridge Rd	5K5207	35	\$ 190
16	Buckhead Branch Library	269 Buckhead Ave., NE	SK4720	11	\$ 140
17	Northeast Regional Library	4720 Old Alabama Rd.	SK5207	31	\$ 190
18	Northside Branch Library	3295 Northside Pkwy, NW	SK4720	11	\$ 140
19	Alpharetta Library	15 Park Plaza, Alpharetta	Firelite 9200 UD	30	\$ 190
20	Milton Library	800 Mayfield Rd, Milton	Firelite 9200UDLS	33	\$ 190
21	East Roswell Library	2301 Holcomb Bridge Rd, Roswell	Siemens FC2025/2050	35	\$ 190
22	North West Atlanta Library	2489 Perry Blvd Atlanta	Notifier	42	\$ 250
23	Dogwood Senior Center	1953 Donald Lee Hollowell Pkwy., NW	SK5207	28	\$ 150
24	H.G. Darnell Senior MP Center	677 Fairburn Rd.	SK5207	158	\$ 925
25	New Horizons Senior Center	745 Orr St.	SK5207	34	\$ 210
26	D.C. Benson Senior MP Center	6500 Vernon Woods Rd.	SK5207	58	\$ 325
27	Roswell Senior Center	1250 Warsaw Rd.	SK2820	20	\$ 200
28	Drug Court/Treatment Facility	1134 A Jefferson St	SK 5820	19	\$ 150
29	North Training Center	5025 Roswell Rd	SK4720	49	\$ 310
30	North Fulton Service Center	7741 Roswell Rd.	NOTIFIER Dialer SK5104	40	\$ 235
31	FCPD Tactical Operations Center	4701 Fulton Industrial Blvd	SK4720	22	\$ 190
32	Fire Department Administration	3977 Aviation Circle	SK2820	14	\$ 140
33	English Street Warehouse	1365 English Street	GE NX 8E	8	\$ 140
34	Abernathy Arts / Abernathy Arts Annex	254 Johnson Ferry Rd.	5K4720	17	\$ 140
35	Aviation Community Center	3900 Aviation Cir NW, Atlanta	SK 5820XL	7	\$ 140
36	Central Maintenance Facility	895 Marietta Blvd.	SK5207	43	\$ 275

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
37	D A Pearson Maint. Complex, A,B,C	3929 Aviation Circle	SK4720	20	\$ 140
38	Jefferson Place	1135 Jefferson St	5K5207	61	\$ 380
39	Animal Control	860 Marietta Blvd	SK4720	26	\$ 200

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
40	Adams Park Branch Library	2231 Campbellton Rd.	5K5207	22	\$ 165
41	Adamsville/Collier Hts. Library	3424 M.L. King Dr.	SK4720	7	\$ 140
42	Cleveland Branch Library	47 Cleveland Ave	5K4820	15	\$ 140
43	College Park Branch Library	3647 Main St.	Edwards IO	22	\$ 190
44	Hapeville Branch Library	525 King Arnold St.	SK4720	22	\$ 165
45	South Fulton Branch Library	4055 Flat Shoals Rd, SW	SK5808	17	\$ 140
46	Metropolitan Library	1332 Metropolitan Pkwy SW, Atlanta	ESL IO 64	26	\$ 190
47	Wolf Creek Library	3100 Enon Road, Atlanta	Notifier	27	\$ 190
48	Palmetto Library	9111 Cascade Palmetto Hwy, Palmetto	Firelite	24	\$ 180
49	Southeast Library	1463 Pryor Rd, Atlanta	SK IFP 2000	15	\$ 150
50	H.J.C. Bowden Senior Center	2885 Church St.	SK5207	43	\$ 425
51	Camp Truitt Senior Center	4320 Herschel Rd.	SK5207	20	\$ 190
52	New Beginnings Senior Center	66 Brooks Drive	SK5820	48	\$ 310
53	Quality Living Services	4001 Danforth Rd., SW	SK4720	42	\$ 240
54	Palmetto Senior Center	205 School St.	SK5207	30	\$ 200
55	Hapeville Senior Center	Central Park Drive	SK5208	52	\$ 325
56	Coop. Extension Service Office	1757 Washington Rd	SK4720	20	\$ 160
57	Central Training Ctr.	425 Langhorn St.	5K5207	45	\$ 285
58	South Training Ctr.	2605 Fairburn Rd. SW	SK5207	45	\$ 285
59	Oak Hill Homes Complex	2799 Metropolitan Pkwy	Firelite MS-	91	\$ 475

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
			9600UDLS		
60	Adamsville Regional Health Ctr	3700 MLK Jr. Dr. SW Atlanta, GA.30331	SKIFP1000	82	\$ 320
61	South Fulton Mental Health	1636 Connally Dr.	SK5208	56	\$ 320
62	West Mental Health	475 Fairburn Rd SW	SK4720	30	\$ 200
63	College Park Health Ctr.	1920 John Wesley Ave.	SK5207	106	\$ 625
64	Neighborhood Union Health Ctr.	186 Sunset Ave., NW	SK 5207	58	\$ 320
65	North Point Parkway	4700 North Point Parkway,Alpharetta	EST- 2/SK5230	<del>107</del> 42	\$ 600
66	David Hagins Shooting Range - Trailer	5301 Aldredge Rd	SK4720	9	\$ 140
67	Public Safety Training (Wolf Creek)	3025 Merk Rd	5K5207	68	\$ 425
68	I.T. Record Center	3037 Commerce Way	SK4720	11	\$ 140
69	F.C. Club House For Youth	1408 Delowe Dr Atlanta	SK5808	19	\$ 140
70	Tom Lowe Shooting Clubhouse	3070 Merk Rd	SK4720	6	\$ 140
71	West End Arts Center	945 Ralph Abernathy Rd.	5K4720	14	\$ 140
72	Hammond House	503 Peoples Str.	SK4720	5	\$ 140
73	Wolf creek Amphitheater	3070 Merk Rd	SK5808	13	\$ 140
74	SW Arts Center	915 New Hope Rd	SK5207 SK582XL	63	\$ 425
75	Camp Truitt Education Center	4300 Herschel Rd	SK5207	14	\$ 140
76	South Fulton Service Center	5600 Stonewall Tell Rd.	SIMPLEX	45	\$ 200
77	Grounds Division Office	125 Willis Mill Rd., SW	SK4720	23	\$ 160
78	South Zone Maintenance	5592 Stone Wall Tell	SK 4720	9	\$ 140
79	Kirkwood Branch Library	106 Kirkwood Rd., NE	FireLite ES-50x	19	\$ 150
80	Dogwood Branch Library	1838 Donald Lee Hollowell Pkwy, NW	FireLite ES-50x	12	\$ 140
81	Roswell Branch Library	115 Norcross St.	FireLite ES-50x	8	\$ 140
82	Sandy Springs Regional	395 Mt. Vernon Hwy. NE	FireLite ES-50x	18	\$ 145
83	Washington Park	1116 M.L.King Dr.	SK2820	11	\$ 140
84	West End Branch	525 Peoples St., SW	Nx-8e	10	\$ 140

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
85	Southwest Regional Library	3665 Cascade Rd., SW	FireLite ES-50x	32	\$ 210
86	East Point Library	2757 Main St.	FireNet Plus	34	\$ 210
87	Fairburn/Hobgood-Palmer	60 Valley View Dr.	FireNet Plus	42	\$ 250
88	TOTAL OF LINES 1 TO 87				\$ 4,230

**\*\* Use this number to report "Base Bid Amount" above.**

**LABOR RATES FOR REPAIRS**

89	Labor Rate for tasks other than testing and maintenance	\$ 100 /hr.
90	Overtime labor rate for other tasks than testing and maintenance (shall not exceed 1.5 times the labor rate indicated in Special Conditions/Instruction, Section Parts Pricing, Paragraph B.	\$ 150 /hr
91	Indicate any other charges that will apply, in addition to the above. Please describe each item. Charges not mentioned in the bid will not be approved if a contract is awarded : Trip Charge for Service	\$ 45

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ n/a \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

- ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_
- ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_
- ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_
- ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

BIDDER: Entec Systems, Inc.

Signed by: Brent Laws  
[Type or Print Name]

Title: President

Business Address: 450 Satellite Blvd NE  
Suite P  
Suwanee, GA 30024

Business Phone: 770-931-0800

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm Systems

Section 2  
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

#221TB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm Systems

Insurance and Risk Management Provisions

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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**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).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Eteco Systems SIGNATURE: [Signature]  
NAME: Brent Lewis TITLE: President  
DATE: 4/13/2022

# **EXHIBIT F**

## **PURCHASING FORMS**



## PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form B: Georgia Security and Immigration Subcontractor Affidavit
- Form C: Professional License Certifications (***Applicable***)
  - Form C1 – Georgia Utility License Contractor License
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Disclosure Form and Questionnaire

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: 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] Entec Systems, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<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.

124414

EEV/Basic Pilot Program\* User Identification Number

Entec Systems, Inc.

BY: Authorized Officer of Agent  
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Brent Laws

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13<sup>th</sup> day of June

Notary Public: [Signature]

County: Forsyth

Commission Expires: November 3, 2025



<sup>1</sup>O.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.

<sup>2</sup>[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].

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

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: 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.

n/a

\_\_\_\_\_  
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: \_\_\_\_\_

<sup>3</sup>O.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.

<sup>4</sup>[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].

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_ *n/A*

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

n/A

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: Entec Systems, Inc.

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Unlimited Low Voltage

Professional License Number: LUV 406338

Expiration Date of License: 8/31/2023

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 6/13/2022

(ATTACH COPY OF LICENSE)





**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
LICENSE NO. LVU406338  
Galen Brent Laws  
3473 Marina Crest Dr  
Gainesville GA 30506



**Low Voltage-Unrestricted**  
EXP DATE - 08/31/2023 Status: Active  
Issue Date: 06/05/2012

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.


Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Galen Brent Laws  
3473 Marina Crest Dr  
Gainesville GA 30506



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
License No. LVU406338  
Galen Brent Laws  
3473 Marina Crest Dr  
Gainesville GA 30506



**Low Voltage-Unrestricted**  
EXP DATE - 08/31/2023 Status: Active  
Issue Date: 06/05/2012

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Brent Laws  
450 Safeville Blvd NE  
Suite D  
Suwanee, GA 30024

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business. Installation of Fire Alarm Security Systems, As well as ongoing annual maintenance of mentioned installed systems.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

n/a

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

NO

- 5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                    YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 13<sup>th</sup> day of June, 2022

Brent Laws 6/13/2022  
(Legal Name of Proponent) (Date)

[Signature] 6/13/2022  
(Signature of Authorized Representative) (Date)

President  
(Title)

Sworn to and subscribed before me,

This 13<sup>th</sup> day of June, 2022

[Signature]  
(Notary Public) (Seal)

Commission Expires November 3, 2025  
(Date)



**37. BIDDER REFERENCES (USE FORM BELOW)**

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

**REFERENCE ONE**

Government/Company Name: Marist School  
 Address: 3790 Ashford Dunwoody Rd, Atlanta, GA 30319  
 Contact Person and Title: Art Diaz, Head of Maintenance  
 Phone: 770-457-7201  
 Email: Diaz@Marist.com  
 Contract Period: 1/2014 - Current  
 Scope of Work: Full inspection maintenance of entire campus

**REFERENCE TWO**

Government/Company Name: Gwinnett County Govt  
 Address: 75 Langley Drive, Lawrenceville, GA 30046  
 Contact Person and Title: Jess Croft, Electrical Supervisor  
 Phone: 770-822-7048  
 Email: Clifford.Croft@Gwinnettcounty.com  
 Contract Period: 1/2010 - Current  
 Scope of Work: Full inspection, maintenance; monitoring on over 80 government buildings throughout the county.

**REFERENCE THREE**

Government/Company Name: Immuco Gamma  
 Address: 2935 Ameriter Rd, Atlanta, GA 30360  
 Contact Person and Title: Mike Passarelli, Utilities Supervisor  
 Phone: 770-441-2051  
 Email: M.Passarelli@Immuco.com  
 Contract Period: 1/2010 - Current  
 Scope of Work: Full inspection maintenance of entire campus

**EXHIBIT G**

**OFFICE OF CONTRACT  
COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We (Brent Laws),  
Name  
President Title Entec Systems, Inc Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Brent Laws TITLE: President

SIGNATURE: [Signature]

ADDRESS: 450 Satellite Blvd NE, Ste. P  
Swanee, GA 30024

PHONE NUMBER: 770-931-0800 EMAIL: BLaws@entecsys.com



**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Entec Systems, Inc.

ITB/RFP Name & Number: \_\_\_\_\_

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT**  is  a minority or female owned and controlled business enterprise.  **African American (AABE)**;  **Asian American (ABE)**;  **Hispanic American (HBE)**;  **Native American (NABE)**;  **White Female American (WFBE)**;  **Small Business (SBE)**;  **Service Disable Veteran (SDVBE)**  **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm Systems

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: [Handwritten Signature] Title: President  
Business or Corporate Name: Entec Systems, Inc  
Address: 450 Satellite Blvd NE, Ste P  
Suwanee, GA 30024  
Telephone: (770) 931-0800  
Fax Number: (770) 931-2010  
Email Address: Blaws@entecsys.com

**UTILIZATION REPORT – Post Award**

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

# **EXHIBIT H**

## **INSURANCE AND RISK MANAGEMENT FORMS**







**22-0873 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in an total amount not to exceed \$100,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$65,000.00; and (B) Entec Systems, Inc. (Suwanee, GA) in an amount not to exceed \$35,000.00, to provide on-site maintenance and testing of fire-intrusion alarm systems on annual/or an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

**(APPROVED)**

A motion was made by Commissioner Abdur-Rahman and seconded by Vice-Chairman Hausmann, to approve. The motion passed by the following vote:

**Yea:** Pitts, Hausmann, Ellis, Morris, and Abdur-Rahman

**Absent:** Arrington

**Did Not Vote:** Hall

**22-0874 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options. **(APPROVED)**

A motion was made by Commissioner Morris and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

**Yea:** Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

**Absent:** Arrington



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**22ITB134894C-MH**

**Maintenance and Testing of Fire-Intrusion Alarm  
Systems**

**For**

**Department Of Real Estate & Asset Management**

**VSC Fire & Security, Inc.**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONSULTANT
- ARTICLE 18. PROFESSIONAL RESPONSIBILITY
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE



*Exhibits*

<b>EXHIBIT A:</b>	<b><u>GENERAL CONDITIONS</u></b>
<b>EXHIBIT B:</b>	<b><u>SPECIAL CONDITIONS</u></b>
<b>EXHIBIT C:</b>	<b><u>SCOPE OF WORK</u></b>
<b>EXHIBIT D:</b>	<b><u>PROJECT DELIVERABLES</u></b>
<b>EXHIBIT E:</b>	<b><u>COMPENSATION</u></b>
<b>EXHIBIT F:</b>	<b><u>PURCHASING FORMS</u></b>
<b>EXHIBIT G:</b>	<b><u>CONTRACT COMPLIANCE FORMS</u></b>
<b>EXHIBIT H:</b>	<b><u>INSURANCE AND RISK MANAGEMENT FORMS</u></b>

**APPENDICES**

**APPENDIX 1:**

## **CONTRACT AGREEMENT**

Consultant: VSC Fire & Security

Contract No.: 22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems

Address: 1780 Corporate Drive, Suite 425  
City, State Norcross, GA 30093

Telephone: 6782520600

Email: bblankinship@vscfire.com

Contact: Brent Blankinship  
VP/DM

This Agreement made and entered into effective the 1st day of January, 2023, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and VSC Fire & Security, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### **WITNESSETH**

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Performing on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document., hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

### **ARTICLE 1. CONTRACT DOCUMENTS**

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on 11-16-2022 and 22-0873.

## ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform Performing on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

## ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 9. CONTRACT TERM

### **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

#### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (1) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. If approved by the County Board of Commissioners, the

Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2025 and shall end no later than the 31<sup>st</sup> day of December, 2025.

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 10. COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$65,000.00, (sixty five thousand dollars), which is full payment for a complete scope of work.

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision

and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

#### ARTICLE 12. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

#### ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

#### ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.



If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

**ARTICLE 16. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE 17. INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

**ARTICLE 18. PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

**ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

**ARTICLE 20. ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

#### ARTICLE 22. **INDEMNIFICATION**

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for

whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to 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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**22.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**22.3 Defense.** Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

## **22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**22.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

## **ARTICLE 23. CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives,

except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding

for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 27. **PROHIBITED INTEREST**

##### Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

#### ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

#### ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director  
141 Pryor St.  
Atlanta, Georgia 30303  
Telephone: 404-612-3772  
Email: joseph.davis@fultoncountyga.gov  
Attention: Joseph Davis

**With a copy to:**

Department of Purchasing & Contract Compliance  
Interim Director  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: felicia.strong-whitaker@fultoncountyga.gov  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

VSC Fire & Security  
1780 Corporate Drive, Suite 425 Norcross, GA 30093  
Telephone: 6782520600  
Email: bblankinship@vscfire.com  
Attention: Brent Blankinship

#### ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.



Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the

instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

**ARTICLE 40. INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**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](mailto: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

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received

a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

#### ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The

Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONSULTANT:

**VSC Fire & Security**

DocuSigned by:

*Brent Blankinship*

Brent Blankinship,  
VP/DM

ATTEST:

DocuSigned by:

*Tonya Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Patrick O'Connor*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph Davis*

Joseph Davis, Director  
Department Of Real Estate & Asset  
Management

DocuSigned by:

*Selina Billman*

Notary Public

County: HALL

Commission Expires: 12/5/2023

(Affix Notary Seal)

DocuSigned by:



<b>ITEM#:</b> <u>2022-0873</u> <b>RCS:</b> <u>11/16/2022</u>	<b>ITEM#:</b> _____ <b>RM:</b> _____
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>

# **ADDENDA**



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 12, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**Questions and Answer**

**Fire Alarm Device Listing**

**ACKNOWLEDGEMENT OF ADDENDUM NO.5**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 5, 12<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Legal Name of Bidder

*Z. Z. Jil*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Inspection Sales & Estimating

Title





Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.4**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 4, 7<sup>th</sup> day of July, 2022.

VSC Fire & Security, Inc.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

Inspection Sales & Estimating

\_\_\_\_\_  
Title



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.3**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 3, 6<sup>th</sup> day of  
July, 2022.

VSC Fire & Security, Inc.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

Inspection Sales & Estimating

\_\_\_\_\_  
Title



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: June 28, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 7, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.2**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 7<sup>th</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 2, 29 day of  
June, 2022.

VSC Fire & Security, Inc.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

Inspection Sales & Estimating

\_\_\_\_\_  
Title



Project Title & Number 22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date June 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Closing Date has been Extended:**

**June 30, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.1**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, June 30<sup>th</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 21<sup>st</sup> day of June, 2022.

VSC Fire & Security, Inc.  
Legal Name of Bidder

  
Signature of Authorized Representative

Inspection Sales & Estimating  
Title

**EXHIBIT A**

**GENERAL CONDITIONS**

## GENERAL CONDITIONS

---

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**EXHIBIT B**  
**SPECIAL CONDITIONS**



## SPECIAL CONDITIONS

### 1. Experience and Qualifications

The Bidders must provide copies of certifications for service personnel who will work on this contract to demonstrate that they are qualified to perform maintenance on Fire Alarm Systems.

See NFPA 72 (2016) for required certifications.

1.1 The Bidders must be knowledgeable and must have experience in

testing, servicing and repair of following types of Fire Alarm Control Systems **AND** submit references that verify such experience in testing, servicing and repair:

- (a) Notifier
- (b) Simplex Controls
- (c) Edwards Controls
- (d) Silent Knight

1.2 The Bidders must be capable of connecting and configuring

"Automatic De-Fibrillator Units" to the Fire Alarm System and/or 911 call system as the case applies and where required.

1.3 If the successful Bidder does not have the capability for testing,

maintaining or repair of any of the systems involved the vendor must facilitate such work by subcontracting the work. Such sub-contracting will be the responsibility of the successful vendor.

## 2. Maximum Repair Allowance

The successful Bidder is responsible for submitting an estimate prior to performing any repairs outside 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 seven-five (75%) of the price of new item. Failure to adhere to the requirements of this program will be grounds for termination of the contract.

Example: 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.

## 3. Parts Pricing

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

3.1 Approval must be obtained from designated representative prior to purchasing parts. The following documents must be provided when submitting invoice for payment:

- (a) An invoice indicating the pricing the price paid for the part to the supplier and/or manufacturer.
- (b) If any freight was associated with the shipment of the parts, a paid freight invoice must be submitted.

3.2 The successful Bidder's reimbursement for parts priced at \$500 or less specifically listed in these bid specifications will be computed utilizing the following formula:

$(\text{Bidder's cost for part}) \times (1 + \text{Bidder's Markup Percentage}) + \text{Cost of Freight}$

Example: Bidder's cost for Parts = 20.00

Bidder's Markup on Parts = 10%

Bidder's Freight Cost = 5.00

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

3.3. All other markups on 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 bidder to install parts procured from other sources. If Fulton County

elects to procure parts from an outside source, the successful bidder's warranty shall extend to labor only.

#### **4. Warranty Clause**

The successful Bidder 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.

#### **5. Technical Reports**

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

# **EXHIBIT C**

## **SCOPE OF WORK**

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

- 4.1.1 Performing preventive maintenance and testing tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections.
- 4.1.2 A written report for each facility on results of all test and maintenance.
- 4.1.3. Service call outside the scope of work for testing and maintenance. Invoicing for these services will be at the quoted rate for labor and parts with any discounts or mark ups as quoted on the parts price.

**4.2 System Impairment**

- 4.2.1 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.
- 4.2.2 Any testing or maintenance that impairs the system capabilities and/or sets off alarm shall be carried out only after proper and sufficient coordination with building occupants and County's Maintenance POC. However, the timing of repair, if any, will be determined by the seriousness of the situation.
- 4.2.3 The successful bidder will be required to work after normal working hours
- 4.2.4 The successful bidder and the appropriate County Representative shall conduct a walk-through of the system after maintenance and repairs are complete to demonstrate that the system is fully functional

**4.3 Working Hours**

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.

**4.4. 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.

#### **4.5. Testing and Maintenance:**

The following testing and maintenance tasks will be performed annually.

##### **4.5.1 All Control Panels: Clean exterior and interior of panels.**

Perform LED lamp tests, blow out dust and check back-up batteries. Batteries will be replaced as required at parts price as quoted in the price schedule below or adjusted at supplies price and at quoted discount and labor rate.

##### **4.5.2. 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 manufacturers' specifications. (Smoke or Magnetic test)

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

Smoke Detectors shall be tested for sensitivity as specified in NFPA 72 — 2016

##### **4.5.3 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. Inoperative strobes and horns will be replaced at quoted parts price and labor rates.**

##### **4.5.4 Duct Smoke Detector: Clean per manufacturer specifications. Test operation of all duct smoke detector. Defective duct smoke detectors will be replaced at quoted parts price and labor rates.**

##### **4.5.5 Pull stations: Test operation of all pull stations in accordance with manufacturer's recommendation. Defective pull stations will be replaced at quoted parts price and labor price**

##### **4.5.6 Fireman Phone Jacks: Verify operation of all phone jacks. Reattach loose wires hardware as required within the junction boxes.**

##### **4.5.7 Fireman Override Panel: Test all function of fireman's override panel. Troubleshoot and repair any malfunctions at labor and parts pricing quoted.**

#### **4.6 Sequence of Testing and Maintenance:**

##### **4.6.1 All testing and maintenance required in a single building will be performed before initiating work in a subsequent building.**

- 4.6.2 All maintenance on smoke and heat detectors will be accomplished before initiating testing of systems. The County will verify a minimum of 5% of smoke detectors for quality control of maintenance performed.
- 4.6.3 All testing of smoke and heat detectors, duct smoke detectors, horns and strobes, fireman's phone jacks, etc. will be accomplished with the contactors initiating the test at the device and County technician monitoring trouble and alarm indications at control panels.
- Communication will be accomplished using cell phones or radios.
- 4.6.4 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 persons to accomplish thorough testing.
- 4.6.5 After completion of all individual zones, the system will be allowed to go into full building alarm, wait for five minutes after the alarm is activated. Provide a report based on the "Full Alarm" tests giving details of observations and shortcoming.
- 4.6.6 The contractor will co-ordinate with Central Fulton Maintenance Manager before placing the system at Justice Center or Government Center on general alarm.
- 4.5.6.1 At this time the operation of all interlocks associated with each smoke detector will be verified and recorded.
- 4.5.6.2 Verify operation of all door interlocks and fire screens/doors
- 4.5.6.3 Verify and record the operation of the fireman override panel.
- 4.5.6.4 Verify and record Elevators capture on activation of specific smoke/heat detector.
- 4.5.6.5 Provide an estimate for rectification of defects observed, if any, during the General Alarm conditions.
- 4.6.7 After each phase of testing, the testing team will ensure that the system is returned to normal operation.
- 4.6.8 Any maintenance that could cause an alarm condition in the following buildings will be carried out only after normal hours of operation or during weekends.

Bidders must factor-in the additional cost in the quoted amount.

- Justice Center Complex
- Government Center
- Juvenile Justice Center

#### **4.7 Deficiencies**

- 4.7.1 ON conclusion of annual inspection, the contractor shall prepare a deficiency listing, if deficiencies exist, and submit along with the report
- 4.7.2 Within one week from date of inspection, the contractor shall submit accost estimate for rectification of any observed deficiency.
- 4.7.3 Repair/replacement of deficiency shall be undertaken upon approval of estimate by Fulton County's Contracts Manager



# **EXHIBIT D**

## **PROJECT DELIVERABLES**

## PROJECT DELIVERABLES

---

### **Technical Reports**

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

# **EXHIBIT E**

# **COMPENSATION**

## **COMPENSATION**

---

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$65,000.00. The detailed costs are provided below:

**SECTION 2****BID FORM**

BID FORM

Submitted To: Fulton County Government

Submitted By: VSC Fire & Security, Inc.For: **#22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm System**Submitted on **July 12, 2022.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)  
(add lines 88, 89, 90 & 91 for Total Base Bid Amount below)

**\$35,275.00****(Dollar Amount in Numbers)**Thirty-Five Thousand Two Hundred Seventy-Five Dollars and 00/100 cents.**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

### PRICING SHEETS

Annual testing and maintenance specified for all equipment at locations listed.

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
<b><u>CENTRAL FULTON</u></b>					
1	Justice Center Complex	185 Central Ave	Notifier/IFC 2020	1619	\$4,500.00
2	Juvenile Justice Center	395 Pryor Street	Notifier NFS 3030	400	\$2,750.00
3	Medical Examiner's Office	430 Pryor St	SK5207	22	\$175.00
4	Government Center	141 Pryor Street, Atlanta	Notifier	2932	\$7,000.00
5	Central Library	1, Margaret Mitchell Sq	Notifier Verifire	341	\$1,000.00
6	Auburn Research Library	101, Auburn Ave	Notifier NFS2-640/E	130	\$575.00
7	Peachtree Branch Library	1315 Peachtree St., NE	SK 4720	24	\$175.00
8	Ponce de Leon Branch Library	980 Ponce de Leon Ave., NE	SK4720	16	\$175.00
9	East Atlanta Library	457 Flat Shoals Rd, SE	SK 5700	27	\$175.00
10	Helene S. Mills Senior MP Center	515 John Wesley Dobbs	SK5208	43	\$250.00
11	Southeast Senior Center	1650 Newton Circle	SK5207	40	\$250.00
12	Auburn Senior Center	300 Edgewood Ave., NE	SK2820	25	\$175.00
13	Center for Rehabilitation	265 Boulevard	SKIFF 1000	155	\$750.00

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

14	Health/Human Services	137 Peachtree St., SW	SK 5820 XL	80	\$350.00
----	-----------------------	-----------------------	---------------	----	----------

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
15	Robert Fulton Library	5090 Abbotts Bridge Rd	5K5207	35	\$250.00
16	Buckhead Branch Library	269 Buckhead Ave., NE	SK4720	11	\$175.00
17	Northeast Regional Library	4720 Old Alabama Rd.	SK5207	31	\$175.00
18	Northside Branch Library	3295 Northside Pkwy, NW	SK4720	11	\$175.00
19	Alpharetta Library	15 Park Plaza, Alpharetta	Firelite 9200 UD	30	\$175.00
20	Milton Library	800 Mayfield Rd, Milton	Firelite 9200UDLS	33	\$200.00
21	East Roswell Library	2301 Holcomb Bridge Rd, Roswell	Siemens FC2025/2050	35	\$200.00
22	North West Atlanta Library	2489 Perry Blvd Atlanta	Notifier	42	\$200.00
23	Dogwood Senior Center	1953 Donald Lee Hollowell Pkwy., NW	SK5207	28	\$175.00
24	H.G. Darnell Senior MP Center	677 Fairburn Rd.	SK5207	158	\$825.00
25	New Horizons Senior Center	745 Orr St.	SK5207	34	\$175.00
26	D.C. Benson Senior MP Center	6500 Vernon Woods Rd.	SK5207	58	\$325.00
27	Roswell Senior Center	1250 Warsaw Rd.	SK2820	20	\$175.00
28	Drug Court/Treatment Facility	1134 A Jefferson St	SK 5820	19	\$175.00
29	North Training Center	5025 Roswell Rd	SK4720	49	\$300.00
30	North Fulton Service Center	7741 Roswell Rd.	NOTIFIER Dialer SK5104	40	\$250.00
31	FCPD Tactical Operations Center	4701 Fulton Industrial Blvd	SK4720	22	\$175.00
32	Fire Department Administration	3977 Aviation Circle	SK2820	14	\$175.00
33	English Street Warehouse	1365 English Street	GE NX 8E	8	\$175.00
34	Abernathy Arts / Abernathy Arts Annex	254 Johnson Ferry Rd.	5K4720	17	\$175.00
35	Aviation Community Center	3900 Aviation Cir NW, Atlanta	SK 5820XL	7	\$175.00
36	Central Maintenance Facility	895 Marietta Blvd.	SK5207	43	\$325.00

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
37	D A Pearson Maint. Complex, A,B,C	3929 Aviation Circle	SK4720	20	\$175.00
38	Jefferson Place	1135 Jefferson St	5K5207	61	\$450.00
39	Animal Control	860 Marietta Blvd	SK4720	26	\$175.00

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
40	Adams Park Branch Library	2231 Campbellton Rd.	5K5207	22	\$175.00
41	Adamsville/Collier Hts. Library	3424 M.L. King Dr.	SK4720	7	\$175.00
42	Cleveland Branch Library	47 Cleveland Ave	5K4820	15	\$175.00
43	College Park Branch Library	3647 Main St.	Edwards IO	22	\$175.00
44	Hapeville Branch Library	525 King Arnold St.	SK4720	22	\$175.00
45	South Fulton Branch Library	4055 Flat Shoals Rd, SW	SK5808	17	\$175.00
46	Metropolitan Library	1332 Metropolitan Pkwy SW, Atlanta	ESL IO 64	26	\$175.00
47	Wolf Creek Library	3100 Enon Road, Atlanta	Notifier	27	\$175.00
48	Palmetto Library	9111 Cascade Palmetto Hwy, Palmetto	Firelite	24	\$175.00
49	Southeast Library	1463 Pryor Rd, Atlanta	SK IFP 2000	15	\$175.00
50	H.J.C. Bowden Senior Center	2885 Church St.	SK5207	43	\$250.00
51	Camp Truitt Senior Center	4320 Herschel Rd.	SK5207	20	\$175.00
52	New Beginnings Senior Center	66 Brooks Drive	SK5820	48	\$250.00
53	Quality Living Services	4001 Danforth Rd., SW	SK4720	42	\$225.00
54	Palmetto Senior Center	205 School St.	SK5207	30	\$175.00
55	Hapeville Senior Center	Central Park Drive	SK5208	52	\$275.00
56	Coop. Extension Service Office	1757 Washington Rd	SK4720	20	\$175.00
57	Central Training Ctr.	425 Langhorn St.	5K5207	45	\$225.00
58	South Training Ctr.	2605 Fairburn Rd. SW	SK5207	45	\$250.00
59	Oak Hill Homes Complex	2799 Metropolitan Pkwy	Firelite MS-	91	\$500.00



#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
			9600UDLS		
60	Adamsville Regional Health Ctr	3700 MLK Jr. Dr. SW Atlanta, GA.30331	SKIFP1000	82	\$425.00
61	South Fulton Mental Health	1636 Connally Dr.	SK5208	56	\$325.00
62	West Mental Health	475 Fairburn Rd SW	SK4720	30	\$175.00
63	College Park Health Ctr.	1920 John Wesley Ave.	SK5207	106	\$575.00
64	Neighborhood Union Health Ctr.	186 Sunset Ave., NW	SK 5207	58	\$325.00
65	North Point Parkway	4700 North Point Parkway,Alpharetta	EST-2/SK5230	42	\$250.00
66	David Hagins Shooting Range - Trailer	5301 Aldredge Rd	SK4720	9	\$175.00
67	Public Safety Training (Wolf Creek)	3025 Merk Rd	5K5207	68	\$350.00
68	I.T. Record Center	3037 Commerce Way	SK4720	11	\$175.00
69	F.C. Club House For Youth	1408 Delowe Dr Atlanta	SK5808	19	\$175.00
70	Tom Lowe Shooting Clubhouse	3070 Merk Rd	SK4720	6	\$175.00
71	West End Arts Center	945 Ralph Abernathy Rd.	5K4720	14	\$175.00
72	Hammond House	503 Peoples Str.	SK4720	5	\$175.00
73	Wolf creek Amphitheater	3070 Merk Rd	SK5808	13	\$175.00
74	SW Arts Center	915 New Hope Rd	SK5207 SK582XL	63	\$350.00
75	Camp Truitt Education Center	4300 Herschel Rd	SK5207	14	\$175.00
76	South Fulton Service Center	5600 Stonewall Tell Rd.	SIMPLEX	45	\$250.00
77	Grounds Division Office	125 Willis Mill Rd., SW	SK4720	23	\$175.00
78	South Zone Maintenance	5592 Stone Wall Tell	SK 4720	9	\$175.00
79	Kirkwood Branch Library	106 Kirkwood Rd., NE	FireLite ES-50x	19	\$175.00
80	Dogwood Branch Library	1838 Donald Lee Hollowell Pkwy, NW	FireLite ES-50x	12	\$175.00
81	Roswell Branch Library	115 Norcross St.	FireLite ES-50x	8	\$175.00
82	Sandy Springs Regional	395 Mt. Vernon Hwy.,NE	FireLite ES-50x	18	\$175.00
83	Washington Park	1116 M.L.King Dr.	SK2820	11	\$175.00
84	West End Branch	525 Peoples St., SW	Nx-8e	10	\$175.00

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
85	Southwest Regional Library	3665 Cascade Rd., SW	FireLite ES-50x	32	\$200.00
86	East Point Library	2757 Main St.	FireNet Plus	34	\$200.00
87	Fairburn/Hobgood-Palmer	60 Valley View Dr.	FireNet Plus	42	\$200.00
<b>88</b>	<b>TOTAL OF LINES 1 TO 87</b>				<b>\$34,975.00</b>

**\*\* Use this number to report "Base Bid Amount" above.**

**LABOR RATES FOR REPAIRS**

<b>89</b>	Labor Rate for tasks other than testing and maintenance	\$90.00 /hr.
<b>90</b>	Overtime labor rate for other tasks than testing and maintenance (shall not exceed 1.5 times the labor rate indicated in Special Conditions/Instruction, Section Parts Pricing, Paragraph B.	\$135.00 /hr
<b>91</b>	Indicate any other charges that will apply, in addition to the above. Please describe each item. Charges not mentioned in the bid will not be approved if a contract is awarded Trip charge, applicable to all repair and emergency callouts. Not applicable to individual maintenance & testing services line 1-87 of bid form above.	\$75.00/trip



Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<b>Name</b>	<b>Address</b>
Brent Blankinship	1780 Corporate Dr Suite 425, Norcross, GA 30093
Sean Haddow	1780 Corporate Dr Suite 425, Norcross, GA 30093
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**END OF SECTION**

# **EXHIBIT F**

## **PURCHASING FORMS**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM A: 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]** VSC Fire & Security, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<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.

301243

EEV/Basic Pilot Program\* User Identification Number

VSC Fire & Security, Inc.

BY: Authorized Officer of Agent  
(Insert Contractor Name)

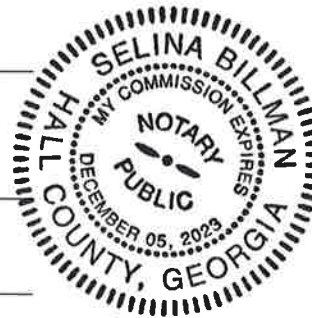
*[Handwritten signature]*

VP/DM

Title of Authorized Officer or Agent of Contractor

Brent Blankinship

Printed Name of Authorized Officer or Agent



Sworn to and subscribed before me this 8th day of JUNE, 2022

Notary Public: Selina Billman

County: HALL

Commission Expires: 12/5/2023

<sup>1</sup>O.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.

<sup>2</sup>\*[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 B: 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 or Agent  
(Insert Subcontractor Name)

**Not Applicable**

\_\_\_\_\_  
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: \_\_\_\_\_

<sup>3</sup>O.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.

<sup>4</sup>\*[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].

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

CEO: MIKE MEEHAN, 10343B KINGS ACRES RD., ASHLAND, VA 23005  
COO: TOMMY CLEMENTS, 10343B KINGS ACRES RD., ASHLAND, VA 23005  
CFO: KEVIN BUNTING, 10343B KINGS ACRES RD., ASHLAND, VA 23005  
ATLANTA DISTRICT OFFICE DISTRICT MANAGER: BRENT BLANKINSHIP  
1780 CORPORATE DR., STE. 425  
NORCROSS, GA 30093

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

VSC ATLANTA DISTRICT OFFICE CONTINUES TO GROW ADDING \$4 MILLION IN REVENUE AND THE AQUISITION OF A LOCAL LOW VOLTAGE COMPANY, EXPANDING OUR AREA OF LOW VOLTAGE/ALARM SYSTEMS.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

VSC FIRE & SECURITY, INC. ATLANTA DISTRICT OFFICE HAS BEEN PROVIDING SERVICES (INSPECTIONS, REPAIRS) FOR FULTON COUNTY FOR AT LEAST 10 YEARS AND DIRECTLY RECEIVES REVENUE AS A RESULT OF CONDUCTING THESE SERVICES FOR FULTON COUNTY.



**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES  NO XXX

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES  NO XXX

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES  NO XXX

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES  NO XXX

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES  NO XXX

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES  NO XXX

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO  XXX

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 6TH day of JUNE, 2022

VSC FIRE & SECURITY, INC. 6/6/2022  
(Legal Name of Proponent) (Date)

*Brent Blankinship* 6/6/2022  
(Signature of Authorized Representative) (Date)

BRENT BLANKINSHIPM, VP/DM  
(Title)

Sworn to and subscribed before me,

This 6TH day of JUNE, 2022

*Selina Billman* \_\_\_\_\_ (Seal)  
(Notary Public)

Commission Expires 12/5/2023  
(Date)



**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Not Applicable**

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Not Applicable**

(ATTACH COPY OF LICENSE)

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: VSC Fire & Security, Inc.

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Georgia Low Voltage License - Unrestricted

Professional License Number: LVU405994

Expiration Date of License: 08/31/2023

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 6/20/2022

**(ATTACH COPY OF LICENSE)**



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

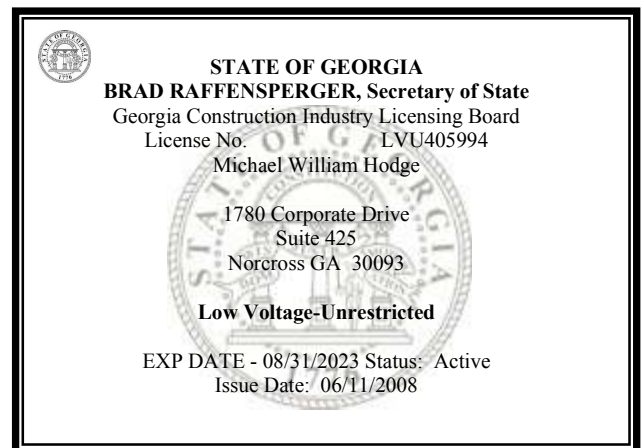
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Michael William Hodge  
1780 Corporate Drive  
Suite 425  
Norcross GA 30093



**37. BIDDER REFERENCES (USE FORM BELOW)**

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

**REFERENCE ONE**

Government/Company Name: Kennesaw State University  
Address: 1000 Chastain Road, Kennesaw, GA 30144  
Contact Person and Title: Steve Ingram, Fire & Life Safety Manager  
Phone: 404.410.7052  
Email: singram1@kennesaw.edu  
Contract Period: \_\_\_\_\_  
Scope of Work: Fire Sprinkler Inspection, Maintenance, & Repair

**REFERENCE TWO**

Government/Company Name: Hendrick Automotive Group  
Address: 6000 Monroe Road Suite 100, Charlotte, NC 28212  
Contact Person and Title: Andrew DeWerff, Regional Manager Facilities  
Phone: 850.766.5222  
Email: andrew.dewerff@hendrickauto.com  
Contract Period: \_\_\_\_\_  
Scope of Work: Fire Alarm, Fire Sprinkler, & Fire Extinguisher Inspection, Maintenance, & Repair

**REFERENCE THREE**

Government/Company Name: Forsyth County Government  
Address: 110 East Main Street Suite 255, Cumming, GA 30040  
Contact Person and Title: John Browning, Service & Contract Supervisor  
Phone: 678.455.8386  
Email: jmbrowning@forsythco.com  
Contract Period: \_\_\_\_\_  
Scope of Work: Fire Alarm, Fire Sprinkler, & Fire Extinguisher Inspection, Maintenance, & Repair



**EXHIBIT G**

**OFFICE OF CONTRACT  
COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We (Brian Broadrick),  
Name

Inspection Sales & Estimating  
Title

VSC Fire & Security, Inc.  
Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

**NAME:** Brian Broadrick **TITLE:** Inspection Sales & Estimating

**SIGNATURE:** 

**ADDRESS:** 1780 Corporate Dr Suite 425, Norcross, GA 30093

**PHONE NUMBER:** 678.252.0600 **EMAIL:** bbroadrick@vscfire.com

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

**Prime Bidder/Proposer Company Name** VSC Fire & Security, Inc.

**ITB/RFP Name & Number:** Maintenance and Testing of Fire-Intrusion Alarm Systems #22ITB134894C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is  a minority or female owned and controlled business enterprise.  **African American (AABE)**;  **Asian American (ABE)**;  **Hispanic American (HBE)**;  **Native American (NABE)**;  **White Female American (WFBE)**;  **Small Business (SBE)**;  **Service Disable Veteran (SDVBE)**  **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or \_\_\_\_\_ 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
<b>% of JV</b>		<b>% of JV</b>	
<b>Ethnicity</b>		<b>Ethnicity</b>	
<b>Gender</b>		<b>Gender</b>	
<b>Certified (Y or N)</b>		<b>Certified (Y or N)</b>	
<b>Agency</b>		<b>Agency</b>	
<b>Date Certified</b>		<b>Date Certified</b>	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

**Total Dollar Value of Certified Subcontractors: (\$)**

**Total Percentage of Certified Subcontractors: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

**Signature:**  **Title:** Inspection Sales & Estimating

**Business or Corporate Name:** VSC Fire & Security, Inc.

**Address:** 1780 Corporate Dr Suite 425, Norcross, GA 30093

**Telephone:** ( 678 ) 252-0600

**Fax Number:** ( 678 ) 252-0601

**Email Address:** bbroadrick@vscfire.com

### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**EXHIBIT B2 FORM  
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

**Certification Designation:** AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
<h1>Not Applicable</h1>								









# **EXHIBIT H**

## **INSURANCE AND RISK MANAGEMENT FORMS**



**SECTION 5**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Maintenance and Testing of Fire-Intrusion Alarm System**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that 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, with an A.M. Best rating of at least A-X, subject to final approval by Fulton County. 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 Scope of Services 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.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	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**

<b>Bodily Injury &amp; Property Damage</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
---	-----------------	-------------

<b>4. UMBRELLA LIABILITY</b> (In excess of above noted coverages)	Each Occurrence	\$2,000,000
--	-----------------	-------------

<b>5. PROFESSIONAL E &amp; O LIABILITY</b>	Per Occurrence	\$1,000,000
--	----------------	-------------

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This 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.

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 **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit 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).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to 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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.


**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).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: VSC Fire & Security, Inc. SIGNATURE: 

NAME: Brian Broadrick TITLE: Inspection Sales & Estimating

DATE: 6/20/2022



POLICY NUMBER: GL 518-01-14

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES  
OR CONTRACTORS - SCHEDULED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement you have entered into that requires such additional insured coverage.	Per the written contract or agreement.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

Policy No. CA 296-15-44 issued to VSC Fire & Security, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent as such person's or organizations liability arising out of use of a covered "auto".

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076	<b>CONTACT NAME:</b> Linda C. Fanning <b>PHONE (A/C. No. Ext):</b> 248-945-5679 <b>FAX (A/C. No):</b> 248-945-5650 <b>E-MAIL ADDRESS:</b> DetroitGroupCaptive.CertRequest@marsh.com																					
CN102716029-VSCFS-GAXW-22-23      75	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2"><b>INSURER A :</b> National Union Fire Insurance Co. of Pittsburgh, PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td colspan="2"><b>INSURER B :</b> Navigators Specialty Insurance Company</td> <td style="text-align: center;">36056</td> </tr> <tr> <td colspan="2"><b>INSURER C :</b> New Hampshire Insurance Company</td> <td style="text-align: center;">23841</td> </tr> <tr> <td colspan="2"><b>INSURER D :</b></td> <td></td> </tr> <tr> <td colspan="2"><b>INSURER E :</b></td> <td></td> </tr> <tr> <td colspan="2"><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A :</b> National Union Fire Insurance Co. of Pittsburgh, PA		19445	<b>INSURER B :</b> Navigators Specialty Insurance Company		36056	<b>INSURER C :</b> New Hampshire Insurance Company		23841	<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
<b>INSURER A :</b> National Union Fire Insurance Co. of Pittsburgh, PA		19445																				
<b>INSURER B :</b> Navigators Specialty Insurance Company		36056																				
<b>INSURER C :</b> New Hampshire Insurance Company		23841																				
<b>INSURER D :</b>																						
<b>INSURER E :</b>																						
<b>INSURER F :</b>																						
<b>INSURED</b> 75 - VSC Fire & Security, Inc. Attn: Selina Billman 1780 Corporate Drive Suite 425 Norcross, GA 30093																						

**COVERAGES      CERTIFICATE NUMBER:** CHI-009681511-16      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		GL 518-01-14	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CA 296-15-44	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED \$ 250/500
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			GA22EXCZ07KK61C (placed by McGriff Insurance Services)	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 080-75-6296	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Fulton County Government is/are included as additional insured where required by written contract with respect to General Liability and Auto Liability.

<b>CERTIFICATE HOLDER</b>  Fulton County Government Attn: Department of Purchasing & Contract Compliance 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>Marsh USA Inc.</i></div>
--	---

POLICY NUMBER: GL 518-01-14

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES  
OR CONTRACTORS - SCHEDULED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement you have entered into that requires such additional insured coverage.	Per the written contract or agreement.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

Policy No. CA 296-15-44 issued to VSC Fire & Security, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent as such person's or organizations liability arising out of use of a covered "auto".

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**22-0869 Real Estate and Asset Management**

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 17RFP107111K-EC, Project Management Team Services in the amount of \$635,356.00, with The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3 - a joint venture), to continue to provide without disruption project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs through December 31, 2023.

**22-0870 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITB135025C-MH, Generator System Maintenance and Repair Services in an amount not to exceed \$105,000.00 with Power and Energy Services, Inc. (Powder Springs, GA), to provide on-site preventive generator system maintenance and repair services for the County effective January 1, 2023 through December 31, 2023, with two renewal options.

**22-0871 Real Estate and Asset Management**

Request approval of a recommended proposal - Fulton County Library System, 22RFP040222K-CRB, Design/Build Services for the Martin Luther King, Jr. Library Renovation, for the Library Capital Improvement Program, Phase II (FCLS-CIP), for Guaranteed Maximum Price (GMP) in an amount not to exceed \$675,875.00 with Albion General Contractors (Sandy Springs, GA), to provide Design/Build renovation services for the Martin Luther King, Jr. Library. Effective upon issuance of Notice to Proceed for 548 calendar days or completion of construction project as determined by Fulton County.

**22-0872 Real Estate and Asset Management**

Request approval of a recommended proposal - Fulton County Library System, RFP#22RFP032922K-CRB, Design/Build Services for the Peachtree Library Renovation, for the Library Capital Improvement Program, Phase II (FCLS-CIP), for Guaranteed Maximum Price (GMP) in the total amount of \$1,318,699.00 with Hogan Construction Group, LLC (Norcross, GA), to provide Design/Build services for renovation for the Peachtree Library. Effective upon issuance of Notice to Proceed for 548 calendar days or completion of construction project as determined by Fulton County.

**22-0873 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in an total amount not to exceed \$100,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$65,000.00; and (B) Entec Systems, Inc. (Suwanee, GA) in an amount not to exceed \$35,000.00, to provide on-site maintenance and testing of fire-intrusion alarm systems on annual/or an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**22ITB134894C-MH**

**Maintenance and Testing of Fire-Intrusion Alarm  
Systems**

**For**

**Department Of Real Estate & Asset Management**

**VSC Fire & Security, Inc.**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONSULTANT
- ARTICLE 18. PROFESSIONAL RESPONSIBILITY
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE



*Exhibits*

<b>EXHIBIT A:</b>	<b><u>GENERAL CONDITIONS</u></b>
<b>EXHIBIT B:</b>	<b><u>SPECIAL CONDITIONS</u></b>
<b>EXHIBIT C:</b>	<b><u>SCOPE OF WORK</u></b>
<b>EXHIBIT D:</b>	<b><u>PROJECT DELIVERABLES</u></b>
<b>EXHIBIT E:</b>	<b><u>COMPENSATION</u></b>
<b>EXHIBIT F:</b>	<b><u>PURCHASING FORMS</u></b>
<b>EXHIBIT G:</b>	<b><u>CONTRACT COMPLIANCE FORMS</u></b>
<b>EXHIBIT H:</b>	<b><u>INSURANCE AND RISK MANAGEMENT FORMS</u></b>

**APPENDICES**

**APPENDIX 1:**

## CONTRACT AGREEMENT

Consultant: VSC Fire & Security

Contract No.: 22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems

Address: 1780 Corporate Drive, Suite 425  
City, State Norcross, GA 30093

Telephone: 6782520600

Email: bblankinship@vscfire.com

Contact: Brent Blankinship  
VP/DM

This Agreement made and entered into effective the 1st day of January, 2023, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and VSC Fire & Security, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Performing on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document., hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on 11-16-2022 and 22-0873.

## ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform Performing on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

## ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 9. CONTRACT TERM

### **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

#### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (1) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. If approved by the County Board of Commissioners, the

Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2025 and shall end no later than the 31<sup>st</sup> day of December, 2025.

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 10. COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$65,000.00, (sixty five thousand dollars), which is full payment for a complete scope of work.

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision

and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

#### ARTICLE 12. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

#### ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

#### ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.



If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

**ARTICLE 16. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE 17. INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

**ARTICLE 18. PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

**ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

**ARTICLE 20. ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

#### ARTICLE 22. **INDEMNIFICATION**

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for

whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to 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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**22.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**22.3 Defense.** Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

## **22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**22.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

## **ARTICLE 23. CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives,

except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding

for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 27. **PROHIBITED INTEREST**

##### Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

#### ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

**ARTICLE 30. ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

**ARTICLE 31. AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

**ARTICLE 32. ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

**ARTICLE 33. VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

#### ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director  
141 Pryor St.  
Atlanta, Georgia 30303  
Telephone: 404-612-3772  
Email: joseph.davis@fultoncountyga.gov  
Attention: Joseph Davis

#### **With a copy to:**

Department of Purchasing & Contract Compliance  
Interim Director  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: felicia.strong-whitaker@fultoncountyga.gov  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

VSC Fire & Security  
1780 Corporate Drive, Suite 425 Norcross, GA 30093  
Telephone: 6782520600  
Email: bblankinship@vscfire.com  
Attention: Brent Blankinship

#### ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.



Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the

instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

**ARTICLE 40. INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**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](mailto: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

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received

a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

#### ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The

Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONSULTANT:

**VSC Fire & Security**

DocuSigned by:

*Brent Blankinship*

Brent Blankinship,  
VP/DM

ATTEST:

DocuSigned by:

*Tonya Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Patrick O'Connor*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph Davis*

Joseph Davis, Director  
Department Of Real Estate & Asset  
Management

DocuSigned by:

*Selina Billman*

Notary Public

County: HALL

Commission Expires: 12/5/2023

(Affix Notary Seal)

DocuSigned by:



<b>ITEM#:</b> <u>2022-0873</u> <b>RCS:</b> <u>11/16/2022</u>	<b>ITEM#:</b> _____ <b>RM:</b> _____
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>

# **ADDENDA**



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 12, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**Questions and Answer**

**Fire Alarm Device Listing**

**ACKNOWLEDGEMENT OF ADDENDUM NO.5**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 5, 12<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Legal Name of Bidder

*Z. Z. Jil*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Inspection Sales & Estimating

Title





Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.4**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 4, 7<sup>th</sup> day of July, 2022.

VSC Fire & Security, Inc.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

Inspection Sales & Estimating

\_\_\_\_\_  
Title



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: July 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 21, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.3**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21<sup>st</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 3, 6<sup>th</sup> day of  
July, 2022.

VSC Fire & Security, Inc.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

Inspection Sales & Estimating

\_\_\_\_\_  
Title



Project :22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date: June 28, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Solicitation Extended to :**

**Thursday, July 7, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.2**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 7<sup>th</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 2, 29 day of  
June, 2022.

VSC Fire & Security, Inc.

Legal Name of Bidder

Signature of Authorized Representative

Inspection Sales & Estimating

Title



Project Title & Number 22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm Systems  
Date June 21, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Closing Date has been Extended:**

**June 30, 2022 @ 11:00 A.M.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.1**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, June 30<sup>th</sup>, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 21<sup>st</sup> day of June, 2022.

VSC Fire & Security, Inc.  
Legal Name of Bidder

  
Signature of Authorized Representative

Inspection Sales & Estimating  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

---

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**EXHIBIT B**

**SPECIAL CONDITIONS**



## SPECIAL CONDITIONS

### 1. Experience and Qualifications

The Bidders must provide copies of certifications for service personnel who will work on this contract to demonstrate that they are qualified to perform maintenance on Fire Alarm Systems.

See NFPA 72 (2016) for required certifications.

1.1 The Bidders must be knowledgeable and must have experience in

testing, servicing and repair of following types of Fire Alarm Control Systems **AND** submit references that verify such experience in testing, servicing and repair:

- (a) Notifier
- (b) Simplex Controls
- (c) Edwards Controls
- (d) Silent Knight

1.2 The Bidders must be capable of connecting and configuring

"Automatic De-Fibrillator Units" to the Fire Alarm System and/or 911 call system as the case applies and where required.

1.3 If the successful Bidder does not have the capability for testing,

maintaining or repair of any of the systems involved the vendor must facilitate such work by subcontracting the work. Such sub-contracting will be the responsibility of the successful vendor.

## 2. Maximum Repair Allowance

The successful Bidder is responsible for submitting an estimate prior to performing any repairs outside 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 seven-five (75%) of the price of new item. Failure to adhere to the requirements of this program will be grounds for termination of the contract.

Example: 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.

## 3. Parts Pricing

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

3.1 Approval must be obtained from designated representative prior to purchasing parts. The following documents must be provided when submitting invoice for payment:

- (a) An invoice indicating the pricing the price paid for the part to the supplier and/or manufacturer.
- (b) If any freight was associated with the shipment of the parts, a paid freight invoice must be submitted.

3.2 The successful Bidder's reimbursement for parts priced at \$500 or less specifically listed in these bid specifications will be computed utilizing the following formula:

$(\text{Bidder's cost for part}) \times (1 + \text{Bidder's Markup Percentage}) + \text{Cost of Freight}$

Example: Bidder's cost for Parts = 20.00

Bidder's Markup on Parts = 10%

Bidder's Freight Cost = 5.00

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

3.3. All other markups on 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 bidder to install parts procured from other sources. If Fulton County

elects to procure parts from an outside source, the successful bidder's warranty shall extend to labor only.

#### **4. Warranty Clause**

The successful Bidder 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.

#### **5. Technical Reports**

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

# **EXHIBIT C**

## **SCOPE OF WORK**

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

- 4.1.1 Performing preventive maintenance and testing tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections.
- 4.1.2 A written report for each facility on results of all test and maintenance.
- 4.1.3. Service call outside the scope of work for testing and maintenance. Invoicing for these services will be at the quoted rate for labor and parts with any discounts or mark ups as quoted on the parts price.

**4.2 System Impairment**

- 4.2.1 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.
- 4.2.2 Any testing or maintenance that impairs the system capabilities and/or sets off alarm shall be carried out only after proper and sufficient coordination with building occupants and County's Maintenance POC. However, the timing of repair, if any, will be determined by the seriousness of the situation.
- 4.2.3 The successful bidder will be required to work after normal working hours
- 4.2.4 The successful bidder and the appropriate County Representative shall conduct a walk-through of the system after maintenance and repairs are complete to demonstrate that the system is fully functional

**4.3 Working Hours**

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.

**4.4. 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.

#### **4.5. Testing and Maintenance:**

The following testing and maintenance tasks will be performed annually.

##### **4.5.1 All Control Panels: Clean exterior and interior of panels.**

Perform LED lamp tests, blow out dust and check back-up batteries. Batteries will be replaced as required at parts price as quoted in the price schedule below or adjusted at supplies price and at quoted discount and labor rate.

##### **4.5.2. 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 manufacturers' specifications. (Smoke or Magnetic test)

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

Smoke Detectors shall be tested for sensitivity as specified in NFPA 72 — 2016

##### **4.5.3 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. Inoperative strobes and horns will be replaced at quoted parts price and labor rates.**

##### **4.5.4 Duct Smoke Detector: Clean per manufacturer specifications. Test operation of all duct smoke detector. Defective duct smoke detectors will be replaced at quoted parts price and labor rates.**

##### **4.5.5 Pull stations: Test operation of all pull stations in accordance with manufacturer's recommendation. Defective pull stations will be replaced at quoted parts price and labor price**

##### **4.5.6 Fireman Phone Jacks: Verify operation of all phone jacks. Reattach loose wires hardware as required within the junction boxes.**

##### **4.5.7 Fireman Override Panel: Test all function of fireman's override panel. Troubleshoot and repair any malfunctions at labor and parts pricing quoted.**

#### **4.6 Sequence of Testing and Maintenance:**

##### **4.6.1 All testing and maintenance required in a single building will be performed before initiating work in a subsequent building.**

- 4.6.2 All maintenance on smoke and heat detectors will be accomplished before initiating testing of systems. The County will verify a minimum of 5% of smoke detectors for quality control of maintenance performed.
- 4.6.3 All testing of smoke and heat detectors, duct smoke detectors, horns and strobes, fireman's phone jacks, etc. will be accomplished with the contactors initiating the test at the device and County technician monitoring trouble and alarm indications at control panels.
- Communication will be accomplished using cell phones or radios.
- 4.6.4 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 persons to accomplish thorough testing.
- 4.6.5 After completion of all individual zones, the system will be allowed to go into full building alarm, wait for five minutes after the alarm is activated. Provide a report based on the "Full Alarm" tests giving details of observations and shortcoming.
- 4.6.6 The contractor will co-ordinate with Central Fulton Maintenance Manager before placing the system at Justice Center or Government Center on general alarm.
- 4.5.6.1 At this time the operation of all interlocks associated with each smoke detector will be verified and recorded.
- 4.5.6.2 Verify operation of all door interlocks and fire screens/doors
- 4.5.6.3 Verify and record the operation of the fireman override panel.
- 4.5.6.4 Verify and record Elevators capture on activation of specific smoke/heat detector.
- 4.5.6.5 Provide an estimate for rectification of defects observed, if any, during the General Alarm conditions.
- 4.6.7 After each phase of testing, the testing team will ensure that the system is returned to normal operation.
- 4.6.8 Any maintenance that could cause an alarm condition in the following buildings will be carried out only after normal hours of operation or during weekends.

Bidders must factor-in the additional cost in the quoted amount.

- Justice Center Complex
- Government Center
- Juvenile Justice Center

#### **4.7 Deficiencies**

- 4.7.1 ON conclusion of annual inspection, the contractor shall prepare a deficiency listing, if deficiencies exist, and submit along with the report
- 4.7.2 Within one week from date of inspection, the contractor shall submit accost estimate for rectification of any observed deficiency.
- 4.7.3 Repair/replacement of deficiency shall be undertaken upon approval of estimate by Fulton County's Contracts Manager



# **EXHIBIT D**

## **PROJECT DELIVERABLES**

## PROJECT DELIVERABLES

---

### **Technical Reports**

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

# **EXHIBIT E**

# **COMPENSATION**

## **COMPENSATION**

---

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$65,000.00. The detailed costs are provided below:

**SECTION 2**

**BID FORM**

BID FORM

Submitted To: Fulton County Government

Submitted By: VSC Fire & Security, Inc.

For: #22ITB134894C-MH, Maintenance and Testing of Fire-Intrusion Alarm System

Submitted on July 12, 2022.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)  
**(add lines 88, 89, 90 & 91 for Total Base Bid Amount below)**

**\$35,275.00**

**(Dollar Amount in Numbers)**

Thirty-Five Thousand Two Hundred Seventy-Five Dollars and 00/100 cents.

**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

### PRICING SHEETS

Annual testing and maintenance specified for all equipment at locations listed.

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
<b><u>CENTRAL FULTON</u></b>					
1	Justice Center Complex	185 Central Ave	Notifier/IFC 2020	1619	\$4,500.00
2	Juvenile Justice Center	395 Pryor Street	Notifier NFS 3030	400	\$2,750.00
3	Medical Examiner's Office	430 Pryor St	SK5207	22	\$175.00
4	Government Center	141 Pryor Street, Atlanta	Notifier	2932	\$7,000.00
5	Central Library	1, Margaret Mitchell Sq	Notifier Verifire	341	\$1,000.00
6	Auburn Research Library	101, Auburn Ave	Notifier NFS2-640/E	130	\$575.00
7	Peachtree Branch Library	1315 Peachtree St., NE	SK 4720	24	\$175.00
8	Ponce de Leon Branch Library	980 Ponce de Leon Ave., NE	SK4720	16	\$175.00
9	East Atlanta Library	457 Flat Shoals Rd, SE	SK 5700	27	\$175.00
10	Helene S. Mills Senior MP Center	515 John Wesley Dobbs	SK5208	43	\$250.00
11	Southeast Senior Center	1650 Newton Circle	SK5207	40	\$250.00
12	Auburn Senior Center	300 Edgewood Ave., NE	SK2820	25	\$175.00
13	Center for Rehabilitation	265 Boulevard	SKIFF 1000	155	\$750.00

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

14	Health/Human Services	137 Peachtree St., SW	SK 5820 XL	80	\$350.00
----	-----------------------	-----------------------	---------------	----	----------

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
15	Robert Fulton Library	5090 Abbotts Bridge Rd	5K5207	35	\$250.00
16	Buckhead Branch Library	269 Buckhead Ave., NE	SK4720	11	\$175.00
17	Northeast Regional Library	4720 Old Alabama Rd.	SK5207	31	\$175.00
18	Northside Branch Library	3295 Northside Pkwy, NW	SK4720	11	\$175.00
19	Alpharetta Library	15 Park Plaza, Alpharetta	Firelite 9200 UD	30	\$175.00
20	Milton Library	800 Mayfield Rd, Milton	Firelite 9200UDLS	33	\$200.00
21	East Roswell Library	2301 Holcomb Bridge Rd, Roswell	Siemens FC2025/2050	35	\$200.00
22	North West Atlanta Library	2489 Perry Blvd Atlanta	Notifier	42	\$200.00
23	Dogwood Senior Center	1953 Donald Lee Hollowell Pkwy., NW	SK5207	28	\$175.00
24	H.G. Darnell Senior MP Center	677 Fairburn Rd.	SK5207	158	\$825.00
25	New Horizons Senior Center	745 Orr St.	SK5207	34	\$175.00
26	D.C. Benson Senior MP Center	6500 Vernon Woods Rd.	SK5207	58	\$325.00
27	Roswell Senior Center	1250 Warsaw Rd.	SK2820	20	\$175.00
28	Drug Court/Treatment Facility	1134 A Jefferson St	SK 5820	19	\$175.00
29	North Training Center	5025 Roswell Rd	SK4720	49	\$300.00
30	North Fulton Service Center	7741 Roswell Rd.	NOTIFIER Dialer SK5104	40	\$250.00
31	FCPD Tactical Operations Center	4701 Fulton Industrial Blvd	SK4720	22	\$175.00
32	Fire Department Administration	3977 Aviation Circle	SK2820	14	\$175.00
33	English Street Warehouse	1365 English Street	GE NX 8E	8	\$175.00
34	Abernathy Arts / Abernathy Arts Annex	254 Johnson Ferry Rd.	5K4720	17	\$175.00
35	Aviation Community Center	3900 Aviation Cir NW, Atlanta	SK 5820XL	7	\$175.00
36	Central Maintenance Facility	895 Marietta Blvd.	SK5207	43	\$325.00

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
37	D A Pearson Maint. Complex, A,B,C	3929 Aviation Circle	SK4720	20	\$175.00
38	Jefferson Place	1135 Jefferson St	5K5207	61	\$450.00
39	Animal Control	860 Marietta Blvd	SK4720	26	\$175.00

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
40	Adams Park Branch Library	2231 Campbellton Rd.	5K5207	22	\$175.00
41	Adamsville/Collier Hts. Library	3424 M.L. King Dr.	SK4720	7	\$175.00
42	Cleveland Branch Library	47 Cleveland Ave	5K4820	15	\$175.00
43	College Park Branch Library	3647 Main St.	Edwards IO	22	\$175.00
44	Hapeville Branch Library	525 King Arnold St.	SK4720	22	\$175.00
45	South Fulton Branch Library	4055 Flat Shoals Rd, SW	SK5808	17	\$175.00
46	Metropolitan Library	1332 Metropolitan Pkwy SW, Atlanta	ESL IO 64	26	\$175.00
47	Wolf Creek Library	3100 Enon Road, Atlanta	Notifier	27	\$175.00
48	Palmetto Library	9111 Cascade Palmetto Hwy, Palmetto	Firelite	24	\$175.00
49	Southeast Library	1463 Pryor Rd, Atlanta	SK IFP 2000	15	\$175.00
50	H.J.C. Bowden Senior Center	2885 Church St.	SK5207	43	\$250.00
51	Camp Truitt Senior Center	4320 Herschel Rd.	SK5207	20	\$175.00
52	New Beginnings Senior Center	66 Brooks Drive	SK5820	48	\$250.00
53	Quality Living Services	4001 Danforth Rd., SW	SK4720	42	\$225.00
54	Palmetto Senior Center	205 School St.	SK5207	30	\$175.00
55	Hapeville Senior Center	Central Park Drive	SK5208	52	\$275.00
56	Coop. Extension Service Office	1757 Washington Rd	SK4720	20	\$175.00
57	Central Training Ctr.	425 Langhorn St.	5K5207	45	\$225.00
58	South Training Ctr.	2605 Fairburn Rd. SW	SK5207	45	\$250.00
59	Oak Hill Homes Complex	2799 Metropolitan Pkwy	Firelite MS-	91	\$500.00



#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
			9600UDLS		
60	Adamsville Regional Health Ctr	3700 MLK Jr. Dr. SW Atlanta, GA.30331	SKIFP1000	82	\$425.00
61	South Fulton Mental Health	1636 Connally Dr.	SK5208	56	\$325.00
62	West Mental Health	475 Fairburn Rd SW	SK4720	30	\$175.00
63	College Park Health Ctr.	1920 John Wesley Ave.	SK5207	106	\$575.00
64	Neighborhood Union Health Ctr.	186 Sunset Ave., NW	SK 5207	58	\$325.00
65	North Point Parkway	4700 North Point Parkway,Alpharetta	EST-2/SK5230	42	\$250.00
66	David Hagins Shooting Range - Trailer	5301 Aldredge Rd	SK4720	9	\$175.00
67	Public Safety Training (Wolf Creek)	3025 Merk Rd	5K5207	68	\$350.00
68	I.T. Record Center	3037 Commerce Way	SK4720	11	\$175.00
69	F.C. Club House For Youth	1408 Delowe Dr Atlanta	SK5808	19	\$175.00
70	Tom Lowe Shooting Clubhouse	3070 Merk Rd	SK4720	6	\$175.00
71	West End Arts Center	945 Ralph Abernathy Rd.	5K4720	14	\$175.00
72	Hammond House	503 Peoples Str.	SK4720	5	\$175.00
73	Wolf creek Amphitheater	3070 Merk Rd	SK5808	13	\$175.00
74	SW Arts Center	915 New Hope Rd	SK5207 SK582XL	63	\$350.00
75	Camp Truitt Education Center	4300 Herschel Rd	SK5207	14	\$175.00
76	South Fulton Service Center	5600 Stonewall Tell Rd.	SIMPLEX	45	\$250.00
77	Grounds Division Office	125 Willis Mill Rd., SW	SK4720	23	\$175.00
78	South Zone Maintenance	5592 Stone Wall Tell	SK 4720	9	\$175.00
79	Kirkwood Branch Library	106 Kirkwood Rd., NE	FireLite ES-50x	19	\$175.00
80	Dogwood Branch Library	1838 Donald Lee Hollowell Pkwy, NW	FireLite ES-50x	12	\$175.00
81	Roswell Branch Library	115 Norcross St.	FireLite ES-50x	8	\$175.00
82	Sandy Springs Regional	395 Mt. Vernon Hwy.,NE	FireLite ES-50x	18	\$175.00
83	Washington Park	1116 M.L.King Dr.	SK2820	11	\$175.00
84	West End Branch	525 Peoples St., SW	Nx-8e	10	\$175.00

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 2  
Bid Form

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
85	Southwest Regional Library	3665 Cascade Rd., SW	FireLite ES-50x	32	\$200.00
86	East Point Library	2757 Main St.	FireNet Plus	34	\$200.00
87	Fairburn/Hobgood-Palmer	60 Valley View Dr.	FireNet Plus	42	\$200.00
<b>88</b>	<b>TOTAL OF LINES 1 TO 87</b>				<b>\$34,975.00</b>

**\*\* Use this number to report "Base Bid Amount" above.**

**LABOR RATES FOR REPAIRS**

<b>89</b>	Labor Rate for tasks other than testing and maintenance	\$90.00 /hr.
<b>90</b>	Overtime labor rate for other tasks than testing and maintenance (shall not exceed 1.5 times the labor rate indicated in Special Conditions/Instruction, Section Parts Pricing, Paragraph B.	\$135.00 /hr
<b>91</b>	Indicate any other charges that will apply, in addition to the above. Please describe each item. Charges not mentioned in the bid will not be approved if a contract is awarded Trip charge, applicable to all repair and emergency callouts. Not applicable to individual maintenance & testing services line 1-87 of bid form above.	\$75.00/trip

#22ITB134894C-MH  
Maintenance and Testing of Fire-Intrusion Alarm Systems

Section 2  
Bid Form

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED <u>6/21/2022</u>
ADDENDUM #	<u>2</u>	DATED <u>6/28/2022</u>
ADDENDUM #	<u>3</u>	DATED <u>7/6/2022</u>
ADDENDUM #	<u>4</u>	DATED <u>7/7/2022</u>
ADDENDUM #	<u>5</u>	DATED <u>7/12/2022</u>

**BIDDER:** \_\_\_\_\_

Signed by:   
**[Brian Broadrick]**

Title: Inspection Sales & Estimating

Business Address: 1780 Corporate Dr

Suite 425

Norcross, GA 30093

Business Phone: 678.252.0600

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<b>Name</b>	<b>Address</b>
Brent Blankinship	1780 Corporate Dr Suite 425, Norcross, GA 30093
Sean Haddow	1780 Corporate Dr Suite 425, Norcross, GA 30093
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**END OF SECTION**

# **EXHIBIT F**

## **PURCHASING FORMS**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM A: 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]** VSC Fire & Security, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<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.

301243

EEV/Basic Pilot Program\* User Identification Number

VSC Fire & Security, Inc.

BY: Authorized Officer of Agent  
(Insert Contractor Name)

*[Handwritten signature]*

VP/DM

Title of Authorized Officer or Agent of Contractor

Brent Blankinship

Printed Name of Authorized Officer or Agent



Sworn to and subscribed before me this 8th day of JUNE, 2022

Notary Public: Selina Billman

County: HALL

Commission Expires: 12/5/2023

<sup>1</sup>O.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.

<sup>2</sup>\*[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 B: 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 or Agent  
(Insert Subcontractor Name)

**Not Applicable**

\_\_\_\_\_  
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: \_\_\_\_\_

<sup>3</sup>O.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.

<sup>4</sup>\*[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].

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

CEO: MIKE MEEHAN, 10343B KINGS ACRES RD., ASHLAND, VA 23005  
COO: TOMMY CLEMENTS, 10343B KINGS ACRES RD., ASHLAND, VA 23005  
CFO: KEVIN BUNTING, 10343B KINGS ACRES RD., ASHLAND, VA 23005  
ATLANTA DISTRICT OFFICE DISTRICT MANAGER: BRENT BLANKINSHIP  
1780 CORPORATE DR., STE. 425  
NORCROSS, GA 30093

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

VSC ATLANTA DISTRICT OFFICE CONTINUES TO GROW ADDING \$4 MILLION IN REVENUE AND THE AQUISITION OF A LOCAL LOW VOLTAGE COMPANY, EXPANDING OUR AREA OF LOW VOLTAGE/ALARM SYSTEMS.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

VSC FIRE & SECURITY, INC. ATLANTA DISTRICT OFFICE HAS BEEN PROVIDING SERVICES (INSPECTIONS, REPAIRS) FOR FULTON COUNTY FOR AT LEAST 10 YEARS AND DIRECTLY RECEIVES REVENUE AS A RESULT OF CONDUCTING THESE SERVICES FOR FULTON COUNTY.



**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES  NO XXX

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES  NO XXX

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES  NO XXX

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES  NO XXX

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES  NO XXX

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES  NO XXX

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO  XXX

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 6TH day of JUNE, 2022

VSC FIRE & SECURITY, INC. 6/6/2022  
(Legal Name of Proponent) (Date)

*Brent Blankinship* 6/6/2022  
(Signature of Authorized Representative) (Date)

BRENT BLANKINSHIPM, VP/DM  
(Title)

Sworn to and subscribed before me,

This 6TH day of JUNE, 2022

*Selina Billman* \_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires 12/5/2023  
(Date)



**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Not Applicable**

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Not Applicable**

(ATTACH COPY OF LICENSE)

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: VSC Fire & Security, Inc.

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Georgia Low Voltage License - Unrestricted

Professional License Number: LVU405994

Expiration Date of License: 08/31/2023

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 6/20/2022

**(ATTACH COPY OF LICENSE)**



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
LICENSE NO. LVU405994  
Michael William Hodge  
1780 Corporate Drive  
Suite 425  
Norcross GA 30093

**Low Voltage-Unrestricted**

EXP DATE - 08/31/2023 Status: Active  
Issue Date: 06/11/2008

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.


Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Michael William Hodge  
1780 Corporate Drive  
Suite 425  
Norcross GA 30093



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
License No. LVU405994  
Michael William Hodge  
1780 Corporate Drive  
Suite 425  
Norcross GA 30093

**Low Voltage-Unrestricted**

EXP DATE - 08/31/2023 Status: Active  
Issue Date: 06/11/2008

**37. BIDDER REFERENCES (USE FORM BELOW)**

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

**REFERENCE ONE**

Government/Company Name: Kennesaw State University  
Address: 1000 Chastain Road, Kennesaw, GA 30144  
Contact Person and Title: Steve Ingram, Fire & Life Safety Manager  
Phone: 404.410.7052  
Email: singram1@kennesaw.edu  
Contract Period: \_\_\_\_\_  
Scope of Work: Fire Sprinkler Inspection, Maintenance, & Repair

**REFERENCE TWO**

Government/Company Name: Hendrick Automotive Group  
Address: 6000 Monroe Road Suite 100, Charlotte, NC 28212  
Contact Person and Title: Andrew DeWerff, Regional Manager Facilities  
Phone: 850.766.5222  
Email: andrew.dewerff@hendrickauto.com  
Contract Period: \_\_\_\_\_  
Scope of Work: Fire Alarm, Fire Sprinkler, & Fire Extinguisher Inspection, Maintenance, & Repair

**REFERENCE THREE**

Government/Company Name: Forsyth County Government  
Address: 110 East Main Street Suite 255, Cumming, GA 30040  
Contact Person and Title: John Browning, Service & Contract Supervisor  
Phone: 678.455.8386  
Email: jmbrowning@forsythco.com  
Contract Period: \_\_\_\_\_  
Scope of Work: Fire Alarm, Fire Sprinkler, & Fire Extinguisher Inspection, Maintenance, & Repair



**EXHIBIT G**

**OFFICE OF CONTRACT  
COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We (Brian Broadrick),  
Name

Inspection Sales & Estimating  
Title

VSC Fire & Security, Inc.  
Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

**NAME:** Brian Broadrick **TITLE:** Inspection Sales & Estimating

**SIGNATURE:** 

**ADDRESS:** 1780 Corporate Dr Suite 425, Norcross, GA 30093

**PHONE NUMBER:** 678.252.0600 **EMAIL:** bbroadrick@vscfire.com

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

**Prime Bidder/Proposer Company Name** VSC Fire & Security, Inc.

**ITB/RFP Name & Number:** Maintenance and Testing of Fire-Intrusion Alarm Systems #22ITB134894C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is  a minority or female owned and controlled business enterprise.  **African American (AABE)**;  **Asian American (ABE)**;  **Hispanic American (HBE)**;  **Native American (NABE)**;  **White Female American (WFBE)**;  **Small Business (SBE)**;  **Service Disable Veteran (SDVBE)**  **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or \_\_\_\_\_ 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
<b>% of JV</b>		<b>% of JV</b>	
<b>Ethnicity</b>		<b>Ethnicity</b>	
<b>Gender</b>		<b>Gender</b>	
<b>Certified (Y or N)</b>		<b>Certified (Y or N)</b>	
<b>Agency</b>		<b>Agency</b>	
<b>Date Certified</b>		<b>Date Certified</b>	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

**Total Dollar Value of Certified Subcontractors: (\$)**

**Total Percentage of Certified Subcontractors: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

**Signature:**  **Title:** Inspection Sales & Estimating

**Business or Corporate Name:** VSC Fire & Security, Inc.

**Address:** 1780 Corporate Dr Suite 425, Norcross, GA 30093

**Telephone:** ( 678 ) 252-0600

**Fax Number:** ( 678 ) 252-0601

**Email Address:** bbroadrick@vscfire.com

### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**EXHIBIT B2 FORM**  
**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE**  
**PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

**Certification Designation:** AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
<h1>Not Applicable</h1>								



**EXHIBIT C FORM  
SUBCONTRACTOR CONTACT FORM**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
<h1>Not Applicable</h1>							





# **EXHIBIT H**

## **INSURANCE AND RISK MANAGEMENT FORMS**



**SECTION 5**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Maintenance and Testing of Fire-Intrusion Alarm System**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that 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, with an A.M. Best rating of at least A-X, subject to final approval by Fulton County. 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 Scope of Services 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.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	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**

<b>Bodily Injury &amp; Property Damage</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
---	-----------------	-------------

<b>4. UMBRELLA LIABILITY</b> (In excess of above noted coverages)	Each Occurrence	\$2,000,000
--	-----------------	-------------

<b>5. PROFESSIONAL E &amp; O LIABILITY</b>	Per Occurrence	\$1,000,000
--	----------------	-------------

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This 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.

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 **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit 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).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to 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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.


**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).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: VSC Fire & Security, Inc. SIGNATURE: 

NAME: Brian Broadrick TITLE: Inspection Sales & Estimating

DATE: 6/20/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076	<b>CONTACT NAME:</b> Linda C. Fanning <b>PHONE (A/C. No. Ext):</b> 248-945-5679 <b>FAX (A/C. No.):</b> 248-945-5650 <b>E-MAIL ADDRESS:</b> DetroitGroupCaptive.CertRequest@marsh.com
CN102716029-VSCFS-GAXW-22-23      75	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> 75 - VSC Fire & Security, Inc. Attn: Selina Billman 1780 Corporate Drive Suite 425 Norcross, GA 30093	<b>INSURER A :</b> National Union Fire Insurance Co. of Pittsburgh, PA <b>INSURER B :</b> Navigators Specialty Insurance Company <b>INSURER C :</b> New Hampshire Insurance Company <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
	<b>NAIC #</b> 19445 36056 23841

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-009681511-16      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		GL 518-01-14	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CA 296-15-44	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED \$ 250/500
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			GA22EXCZ07KK61C (placed by McGriff Insurance Services)	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC 080-75-6296	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Fulton County Government is/are included as additional insured where required by written contract with respect to General Liability and Auto Liability.

<b>CERTIFICATE HOLDER</b> Fulton County Government Attn: Department of Purchasing & Contract Compliance 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>Marsh USA Inc.</i></div>
--	---

POLICY NUMBER: GL 518-01-14

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES  
OR CONTRACTORS - SCHEDULED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement you have entered into that requires such additional insured coverage.	Per the written contract or agreement.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

Policy No. CA 296-15-44 issued to VSC Fire & Security, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent as such person's or organizations liability arising out of use of a covered "auto".

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076	<b>CONTACT NAME:</b> Linda C. Fanning <b>PHONE (A/C. No. Ext):</b> 248-945-5679 <b>FAX (A/C. No):</b> 248-945-5650 <b>E-MAIL ADDRESS:</b> DetroitGroupCaptive.CertRequest@marsh.com														
CN102716029-VSCFS-GAXW-22-23      75	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> National Union Fire Insurance Co. of Pittsburgh, PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td><b>INSURER B :</b> Navigators Specialty Insurance Company</td> <td style="text-align: center;">36056</td> </tr> <tr> <td><b>INSURER C :</b> New Hampshire Insurance Company</td> <td style="text-align: center;">23841</td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> National Union Fire Insurance Co. of Pittsburgh, PA	19445	<b>INSURER B :</b> Navigators Specialty Insurance Company	36056	<b>INSURER C :</b> New Hampshire Insurance Company	23841	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A :</b> National Union Fire Insurance Co. of Pittsburgh, PA	19445														
<b>INSURER B :</b> Navigators Specialty Insurance Company	36056														
<b>INSURER C :</b> New Hampshire Insurance Company	23841														
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> 75 - VSC Fire & Security, Inc. Attn: Selina Billman 1780 Corporate Drive Suite 425 Norcross, GA 30093															

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-009681511-16      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		GL 518-01-14	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CA 296-15-44	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED \$ 250/500
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			GA22EXCZ07KK61C (placed by McGriff Insurance Services)	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 080-75-6296	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Fulton County Government is/are included as additional insured where required by written contract with respect to General Liability and Auto Liability.

<b>CERTIFICATE HOLDER</b>  Fulton County Government Attn: Department of Purchasing & Contract Compliance 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
--	---

POLICY NUMBER: GL 518-01-14

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES  
OR CONTRACTORS - SCHEDULED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement you have entered into that requires such additional insured coverage.	Per the written contract or agreement.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

Policy No. CA 296-15-44 issued to VSC Fire & Security, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent as such person's or organizations liability arising out of use of a covered "auto".

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**22-0869 Real Estate and Asset Management**

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 17RFP107111K-EC, Project Management Team Services in the amount of \$635,356.00, with The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3 - a joint venture), to continue to provide without disruption project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs through December 31, 2023.

**22-0870 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITB135025C-MH, Generator System Maintenance and Repair Services in an amount not to exceed \$105,000.00 with Power and Energy Services, Inc. (Powder Springs, GA), to provide on-site preventive generator system maintenance and repair services for the County effective January 1, 2023 through December 31, 2023, with two renewal options.

**22-0871 Real Estate and Asset Management**

Request approval of a recommended proposal - Fulton County Library System, 22RFP040222K-CRB, Design/Build Services for the Martin Luther King, Jr. Library Renovation, for the Library Capital Improvement Program, Phase II (FCLS-CIP), for Guaranteed Maximum Price (GMP) in an amount not to exceed \$675,875.00 with Albion General Contractors (Sandy Springs, GA), to provide Design/Build renovation services for the Martin Luther King, Jr. Library. Effective upon issuance of Notice to Proceed for 548 calendar days or completion of construction project as determined by Fulton County.

**22-0872 Real Estate and Asset Management**

Request approval of a recommended proposal - Fulton County Library System, RFP#22RFP032922K-CRB, Design/Build Services for the Peachtree Library Renovation, for the Library Capital Improvement Program, Phase II (FCLS-CIP), for Guaranteed Maximum Price (GMP) in the total amount of \$1,318,699.00 with Hogan Construction Group, LLC (Norcross, GA), to provide Design/Build services for renovation for the Peachtree Library. Effective upon issuance of Notice to Proceed for 548 calendar days or completion of construction project as determined by Fulton County.

**22-0873 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in an total amount not to exceed \$100,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$65,000.00; and (B) Entec Systems, Inc. (Suwanee, GA) in an amount not to exceed \$35,000.00, to provide on-site maintenance and testing of fire-intrusion alarm systems on annual/or an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.