



**CONTRACT DOCUMENTS FOR**

**22ITB135741C-GS**

**Fire Sprinkler Protection System Maintenance  
Services**

**For  
Department of Real Estate & Asset Management**

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***APPENDICES***

**APPENDIX 1: N/A**  
**APPENDIX 2: N/A**

## **CONTRACT AGREEMENT**

Contractor: **VSC Fire & Security, Inc.**

Contract No.: **22ITB135741C-GS, Fire Sprinkler Protection System  
Maintenance Services**

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

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

Email: **bblankinship@vscfire.com**

Contact: **Brent Blankinship**  
**Vice President/District Manager**

This Agreement made and entered into effective the 1st day of February 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **VSC FIRE & SECURITY, INC.** hereinafter referred to as "**Contractor**", 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 Contractor to provide all materials, labor, tools, equipment, and appurtenances necessary for Fire Sprinkler Protection System Maintenance Services hereinafter, referred to as the "**Project**".

WHEREAS, Contractor 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 Contractor agree as follows:

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

County hereby engages Contractor, and Contractor 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: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;

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 Contractor'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 Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor'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 02-01-2023 and 22-0092.

## 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 Contractor agree the Project is to provide all materials, labor, tools, equipment, and appurtenances necessary for Fire Sprinkler Protection System Maintenance Services which includes three (3) quarterly flow tests, and verification of associated alarms, one annual inspection, testing and maintenance of sprinkler, fire pumps and hydrants, post tag at each Fire Department connection and system control valve and inspection and testing for Fulton County facilities. The Scope of Work also include copies of State of Georgia Certificate (Georgia Department of Insurance and Fire Safety calls for technicians/Inspectors to have **NICET Level III Certification in Inspection and Testing of Water-Based Systems**) or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove that they are qualified to perform maintenance on fire

protection systems including fire pumps and dry systems. The detailed scope of work and technical specifications is outlined in the Scope of Work. 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 Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor 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 Contractor 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. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor 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 the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

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

## ARTICLE 8. 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 February 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:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2024	12-31-2024
2	12 months	01-01-2025	12-31-2025

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 9. COMPENSATION**

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

The total contract amount for the Project shall not exceed \$200,000.00, (Two Hundred Thousand Dollars and No Cent), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

Contractor 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 Contractor 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 subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for



changes in key personnel or subcontractors will not be unreasonably withheld by County.

#### ARTICLE 11. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Contractor, 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 Contractor 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 Contractor will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 12. **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 Contractor. The Contractor 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. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

#### ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor 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 Contractor 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 thereof, 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 Contractor, terminate Contractor'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 Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor 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 Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor'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 Contractor to complete the project.

#### ARTICLE 14. **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 Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor 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 Contractor 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 Contractor 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 15. **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 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor 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 Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor 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 Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor 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 Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

**18.1 Non-Professional Services Indemnification.** Contractor hereby agrees to indemnify 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 any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law,

the bankruptcy of Contractor.

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.

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 Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**18.2 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 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 Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Contractor, at 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 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, 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, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

**18.4 Separate Counsel.**

**18.4.1 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 Contractor in the defense of any action, suit or

proceeding pursuant to Section 18.3 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, 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, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Contractor's obligation to defend 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 Contractor has complied with all of 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 Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). 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 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).

**18.5 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 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor 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 Contractor for the purpose of securing business and that Contractor 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 20. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, 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 21. PROHIBITED INTEREST

### Section 21.01 Conflict of interest:

Contractor 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. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

### Section 21.02 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 22. SUBCONTRACTING

Contractor 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 23. ASSIGNABILITY

Contractor 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 Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## ARTICLE 24. 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. Contractor hereby promises to comply with

all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor 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. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. 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 Contractor'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 Contractor. Contractor 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. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

#### ARTICLE 26. **ACCOUNTING SYSTEM**

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

#### ARTICLE 27. **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 Contractor 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 28. **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 of Real Estate and Asset Management  
141 Pryor St.  
Atlanta, Georgia 30303  
Telephone: 404-612-3772  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph Davis, Director

**With a copy to:**

Department of Purchasing & Contract Compliance  
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 Contractor shall be addressed as follows:

VSC Fire & Security  
1780 Corporate Drive  
Suite 425, Norcross, GA 30093  
Telephone: (678) 252-0600  
Email: [bblankinship@vscfire.com](mailto:bblankinship@vscfire.com)  
Attention: Brent Blankinship, Vice President/District Manager

ARTICLE 29. **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 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor 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 Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

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

ARTICLE 33. **INVOICING AND PAYMENT**

Contractor 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:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately 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

Contractor'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 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 Contractor 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. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors 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 Contractor; Release.** The acceptance by the Contractor 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 Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor 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 34. TAXES

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor for payment of any tax from which it is exempt.

**ARTICLE 35. PERMITS, LICENSES AND BONDS**

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

**ARTICLE 36. NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor 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 Contractor 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 37. WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor 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:**

**CONTRACTOR:**

**FULTON COUNTY, GEORGIA**

**VSC FIRE & SECURITY, INC.**

DocuSigned by:  
*Robert L. Pitts*  
14E1B4AA5F6A44A...

DocuSigned by:  
*Brent Blankinship*  
41859AB28A67407...

Robert L. Pitts, Chairman  
Fulton County Board of  
Commissioners

Brent Blankinship  
Vice President/District Manager

**ATTEST:**

**ATTEST:**

DocuSigned by:  
*Tonya R. Grier*  
EEC476C4837648D...



Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:  
*Secretary/ Assistant Secretary*

(Affix Corporate Seal)

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
*Patrick O'Connor*  
61E8837846AF49C...

DocuSigned by:  
*Selina Billman*  
94C4B8A1F5AE4C4...

Office of the County Attorney

Notary Public selina billman

**APPROVED AS TO CONTENT:**

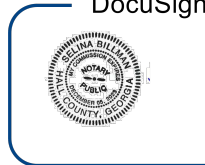
County:           WINNETT          

DocuSigned by:  
*Joseph M. Davis*  
E45C5C5F17FB417...

Commission Expires:           12/5/2023          

Joseph Davis, Director  
Department of Real Estate & Asset  
Management

(Affix Notary Seal) DocuSigned by:



2023-0092                      2/1/2023  
**ITEM#:** \_\_\_\_\_ **RM:** \_\_\_\_\_  
**REGULAR MEETING**



**GEORGIA  
CORPORATIONS  
DIVISION**

GEORGIA SECRETARY OF STATE  
**BRAD  
RAFFENSPERGER**

[HOME \(/\)](#)

**BUSINESS SEARCH**

BUSINESS INFORMATION

Business Name: **VSC FIRE & SECURITY, INC.** Control Number: **09054901**

Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **10343-B KING ACRES ROAD, Ashland, VA, 23005, USA** Date of Formation / Registration Date: **7/30/2009**

Jurisdiction: **Virginia** Last Annual Registration Year: **2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Cogency Global Inc.**

Physical Address: **900 Old Roswell Lakes Parkway, Suite 310, Roswell, GA, 30076, USA**

County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
Kevin Bunting	Secretary	10343-B KING ACRES ROAD, Ashland, VA, 23005, USA
Kevin Bunting	CFO	10343B Kings Acres Road, Ashland, VA, 23005, USA
Michael F. Meehan	CEO	10343B Kings Acres Road, Ashland, VA, 23005, USA

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[Name History](#)

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# **ADDENDA**

**No Addendums were Issued**

# **EXHIBIT A**

## **GENERAL CONDITIONS**



## GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid 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 bid submittal.

Bids 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 Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All 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.
10. All 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**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall provide all materials, labor, tools, equipment, and appurtenances necessary for Fire Sprinkler Protection System Maintenance Services which includes three (3) quarterly flow tests, and verification of associated alarms, one annual inspection, testing and maintenance of sprinkler, fire pumps and hydrants, post tag at each Fire Department connection and system control valve and inspection and testing for Fulton County facilities. The Scope of Work also include copies of State of Georgia Certificate (Georgia Department of Insurance and Fire Safety calls for technicians/Inspectors to have **NICET Level III Certification in Inspection and Testing of Water-Based Systems**) or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove that they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems.

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

### **Experience and Qualifications**

Contractor must provide copies of State of Georgia Certificate (Georgia Department of Insurance and Fire Safety calls for technicians/Inspectors to have **NICET Level III Certification in Inspection and Testing of Water-Based Systems**) or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove that they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems.

**Note:** Contractor understands that failure to submit certification as required in this paragraph will be reason for disqualifying the bidder.

The contractor must have been in business of testing and maintaining fire protection systems for a minimum of three (3) years.

### **Maximum Repair Allowance**

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

<b>Example:</b>	New Fire Pump	= \$1,000.00
	Maximum Repair Allowance on Fire Pump	= \$ 750.00

Repair of Fire Pump = \$ 758.00

**Action:** Recommend replacement of old fire pump instead of repair.

**Delivery**

Delivery requirements will be as required by the individual Zonal Manager. However, the contractor must be capable of responding to emergency repair calls within two (2) hours. The contractor is required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week, including holidays.

**Emergency Requests:** Services and/or parts must be provided within two (2) hours to mitigate the emergency situation.

**Urgent Requests:** Services and/or parts must be provided within twenty-four (24) hours.

**Routine Requests:** Services and/or parts must be provided within three (3) days.

**Parts Pricing**

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

Approval must be obtained from Zonal Manager prior to purchasing any parts. The following documents must be provided when submitting invoice for payment:

The contractor's reimbursement for parts priced at \$500 or less will be computed utilizing the following formula:

Contractor's cost for part) x (1+ Contractor's markup percentage) + cost of freight.

All other markups on parts that cost more 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 contractor to install parts procured from other sources. If Fulton County elects to procure parts from an outside source, the contractor's warranty shall extend to labor.

**Warranty Clause**

The contractor will be responsible for providing warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than 90 days, the manufacturer's standard warranty period will prevail. Any repair or

replacement required within the warranty period will be at the expense of the successful bidder. Parts under warranty will be replaced at no additional cost to Fulton County.

**1. Three types of tasks are included in the scope of work:**

- a. Three quarterly flow tests and verification of associated alarms. Three quarterly tests at three (3) month intervals, before March, June, and September.
- b. One annual inspection, testing and maintenance of the sprinkler systems, fire pumps, and hydrants. Annual inspection and tests must be completed before December 15, 2020.
- c. One annual test required for multi-year testing compliance.

Work shall include; but is not limited to all the work shown in paragraph 5 through 10 and the following:

**2. Frequency of testing and maintenance tasks for Fire Sprinkler and associated equipment shall be according to paragraphs 8, 9 and 10. Bid prices for annual tests and maintenance must include the cost of completing Multi-Year Cycle Services in item Number 7.**

- 2.1 Written reports on results of annual tests must include updated fire pump curve graphs.
- 2.2 Service calls outside the scope of work for testing and identified in these specifications. The contractor shall provide coverage for the building whenever any portion of a Fire Protection System is taken out of service.
- 2.3 Post tag at each Fire Department Connection and system control valve indicating which system or part thereof has been removed from service.
- 2.4 Walk through the system with the appropriate County representative after maintenance and repairs are complete to demonstrate that the system is fully in service.

**3. Repairs**

In case of a defect observed during testing, the contractor shall submit an estimate to repair the defect. After obtaining approval from Zonal Manager, the contractor can proceed in carrying out repair work.

#### 4. Working Hours and Work Requirements:

4.1 In the case of the following buildings, all specified testing and maintenance may be considered as accomplished *after* normal business hours. The contractor must incorporate the additional cost for this after-hours working into the bid prices.

- (a) Government Center - Assembly Building
- (b) Government Center – Mid-rise Building
- (c) Government Center – Public Safety Building
- (d) Government Center – Tower
- (e) Judge Romae T. Powell Juvenile Justice Center

**Note: There are three (3) fire pumps and two (2) dry systems for the five (5) buildings listed above.**

- (f) Justice Center Tower (part dry system)
- (g) Charles L Carnes Justice Center Building
- (h) Lewis R Slaton Court House (part dry system-attic)

**Note: There is one fire pump common for the three (3) buildings listed above**

- (i) Central Library – One (1) fire pump, part dry system
- (j) Auburn Library – One (1) fire pump, no dry system

- 4.2 Inspection and testing in all other buildings listed will be considered as accomplished during normal hours of operation.
- 4.3 Fulton County will not approve any special payment for working after normal business hours unless the work is requested outside the scope of this specification.
- 4.4 The timing of repair services, if any, will be dictated by the seriousness of the situation.
- 4.5 For the purpose of this contract, normal working hours will be from 7:00 A. M. To 5:00 P.M. Monday thru Friday, excluding Fulton County holidays.
- 4.6 Any additional work requested by Fulton County, not included in the scope of work specified for testing and maintenance, to be performed outside of normal working hours (including weekends and holidays) will be paid at the hourly rate quoted for after-hours work, subject to a maximum of 1.5 times the rate of the basic hourly rate bid. Holiday rates will apply only to holidays officially recognized by Fulton County.
- 4.7 The contractor must have a sufficient number of people to assist in the work and must use walkie-talkies or other similar communication devices for effective communication.



- 4.8 Contractor must have enough personnel to carry out simultaneously, walking in the buildings, the tests and monitoring of the alarm panels. Fulton County technicians/security will not participate in any testing/maintenance/alarm annunciation tasks.
- 4.9 The contractor is required to respond to all emergency repair calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

## **5. Quarterly Testing**

Quarterly tests will be carried out separately, three times in a year. These tests also form part of the Annual tests shown in item number 6 below. These tests include, but are not limited to, the following requirements:

- 5.1 Verify that the Water flow Alarms are operational. Record the state of alarms the time to ring alarm, for Water meter gong and Water flow switch.
- 5.2 Submit a written report indicating all the observations as required above.

## **6. Annual Service**

- 6.1 Annual service shall be performed at least once yearly. Annual service includes all the requirements in the quarterly service plus additional requirements listed in item number 9. All services listed as annual must be performed at this time, in addition to the tests in quarterly service. Payment shall be at the rate indicated for annual service only. The tasks include, and price quoted, must take in to account the cost of, the following:

- All Quarterly tests not specified in Annual Tests
- Annual tasks for sprinkler system (item number 9.1)
- Annual Tasks for standpipe and hose system (item number 9.3)
- Annual Tasks for Fire pumps for applicable buildings (item number 9.4)
- Tasks listed under "General" (item number 9.5).
- Multi Year tasks for applicable buildings (item number 10)

- 6.2 Winterization preventive maintenance and trip test will be done on dry systems in addition to annual service (item number 9.2). This service will be performed before November 15<sup>th</sup> of each year to ensure that any subsequent freezing weather will not adversely affect the operation of the sprinkler system. (This will also apply for option years, if exercised).

## 7. Multi Year Services

Multi Year Services will be indicated by the calendar year the task is required to be accomplished. **Contract must include prices for all items indicated for accomplishment in 2016.**

## 8. Quarterly Inspection, Testing and Maintenance Tasks: Fire Sprinklers and associated systems

Outlined below is the minimum testing and maintenance requirements for Sprinkler systems identified in **Schedule 'A'**, attached hereto.

### 8.1 Sprinkler and associated systems: Quarterly Inspection and Tests

Task #	Task	NFPA Reference
1	Inspect all control valves	12.3.2.1.1
2	Inspect all Tamper switches	12.3.2.1.1
3	Inspect all Alarm valves	12.4.1.1
4	Inspect Hose connections	12.5.2.1
5	Inspect Fire Department Connections	12.7.1
6	Test all Water flow alarms	12.2.7

### 8.2 Fire Pump – Quarterly Inspection and Tests

Task #	Task	NFPA Reference
1	Inspect Fire pump system	8.2.2 (2)
2	Inspect gland, coupling and alignment	8.2.2 (2)
3	Inspect pressure gauge and pressure switch	8.2.2 (2)
4	Test Pump Operation (No flow)	8.3.1

## 9. Annual Inspection, Maintenance and Tests

The requirements in annual inspection, maintenance and tests are described below for each component of the Fire Sprinkler System.

### 9.1 Wet Sprinkler System and its components: Annual Maintenance

Task #	Task	NFPA Reference
1	Visually inspect all sprinklers for obstruction to spray patterns to include foreign materials, paint and physical damage.	5.2.1

<b>Task #</b>	<b>Task</b>	<b>NFPA Reference</b>
2	Inspect gauges and verify they are operational	5.2.4.1
3	Inspect standpipe and hose system components	6.2.1 and NFPA 1962
4	Verify supply of spare sprinklers in a cabinet with required wrench.	5.2.1.3
5	Lubricate operating stems on outside screw and yoke valves.	12.3.4.1
6	Test all system control valves through full range for proper operation. Secure each valve in the open position.	12.3.4.2
7	Inspect, clean and repair internal components of alarm valve in accordance with manufacturer's instructions.	12.4.2.1 12.4.2.2
8	Test water flow alarm devices	5.3.3
9	Perform Main Drain Test.	12.2.6

## 9.2 Dry System: Annual Maintenance and Tests

<b>Task #</b>	<b>Task</b>	<b>NFPA Reference</b>
1	Trip-test each dry pipe valve	12.4.4.2.2
2	Test Quick open Devices if provided	12.4.4.2.4
3	Test dry pipe valve with control valve fully open.	12.4.4.2.3
4	Test automatic air pressure and priming water level	12.4.4.2.1
5	Clean and repair interior of dry pipe valve and drain low points in system in conjunction with dry pipe valve test.	12.4.4.3.2
6	Install tag showing details of test and test parameters	12.4.4.2.5.1

### 9.3 Standpipe and Hose System

<b>Task #</b>	<b>Task</b>	<b>Frequency</b>
1	Conduct a flow test by flowing the required volume of water at design pressure to the hydraulically most remote, highest, or dead-end hose connection of each zone. Consult with Fulton County Fire Marshall for suitable alternate when test from this location is not practical.	12.2.6
2	Inspect hose valve outlets, piping, hose, hose nozzle, hose storage device, and cabinet in accordance with NFPA.25, Table 6.1 (or most recent) edition.	Table 6.1 NFPA 25
3	Operate system control valve through full range for proper operation. Secure each valve in the open position.	12.3.3.1

### 9.4 Fire Pumps

<b>Task #</b>	<b>Task</b>	<b>Frequency</b>
1	Preventive maintenance on fire pumps in accordance with manufacturer's recommendations or if these are not available, in accordance with NFPA 25, Table 8.5.3, 1992 (or most recent) edition.	8.5.3 A
2	Test fire pump assembly at "No Load", "Rated Load", and "Peak Load" conditions.	8.3.3
3	Compare results of fire pump test to the unadjusted field acceptance test curve and previous year test curve.	8.3.5.1
4	Verify fire pump pressure relief valve is correctly adjusted and set to relieve the appropriate pressure and closes below that pressure.	12.5.6
5	Each fire pump must be provided with a tag that indicates successful testing. The tag must be in a format acceptable to Atlanta Fire Department or other AHJ	A.3.2.1

**9.5 General**

- 9.5.1 Test all alarms associated with the system and indicate status in the reports
- 9.5.2 Grease and lubricate all moving and mechanical parts in the system.
- 9.5.3 Test and calibrate all gauges in the system and provide status/calibration report.

**10. Multi-Year cycle tests**

The following multi-year tests shall be conducted in 2020 in addition to the annual tests mentioned above in the buildings shown in 4.1 (a) through (J)

- 10.1 Conduct a full flow test at the standpipe and hose system at the hydraulically most remote point. (6.3.1)
- 10.2 Test the hose, pressure control valve and pressure reducing valve (12.5.1.2)
- 10.3 Test the hose connections and hose racks (12.5.3.2)

**11. Hydrants**

The following tests shall be conducted in addition to the annual tests mentioned above in the buildings shown in 4.1 (a) through (J)

- 11.1 Check for visible damage, or signs of corrosion.
- 11.2 Check caps and valves for ease of movement.
- 11.3 Special attention should be given to all valves, spindles, glands, and washers to ensure that they are in satisfactory condition so that all equipment is ready for immediate use.

**12. Locations**

The locations shall receive services for the Central and Greater Fulton Zonal area and will allow for the addition and removal of locations as Fulton County portfolio mandates.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$200,00.00 (Two Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**SECTION 2**

**BID FORM**

Submitted To: Fulton County Government

Submitted By: VSL Fire + Security

For: **22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services**

Submitted on November 15, 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.

Please see the PRICING SHEET, Attachment A for more information

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

**BASE BID AMOUNT\*\*\* (Total Cost from Line Item 65)**

\$ 98,860.<sup>00</sup>

(Dollar Amount in Numbers)

Ninety-Eight Thousand Eight Hundred and Sixty dollars and <sup>00</sup>/<sub>100</sub> 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**

Prices shall remain firm through December 31, 2022.

There will be no price escalation during the validity of the Purchase Order. Prices shall be all-inclusive, freight and all charges paid for delivery at the facility where the inspection resulted in replacement of extinguisher or parts thereof.

**PRICING SHEETS – See Next Page**

Pricing Sheet – Sprinkler System Maintenance Services

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
No	Building Name	Address	# Floors	Total Square footage	# of wet systems	Dry Systems	# control valves	# Flow switches	Tampers #	Fire Pumps	Cost: Quarterly Maint	Cost: Annual Maint.	Cost: Five Year Maint.	Next 5 year test due	Cost: Winterizing	Cost fire hydrant
<b>Central Fulton</b>																
1	Auburn Avenue Research Library	101, Auburn Avenue	4	69912	4	0	11	4	6	1	\$450	\$700	\$375	2025	N.A	N.A
2	Central Library	1, Margaret Mitchell Sq.	8	267000	8	1	12	8	8	1	\$450	\$1,305	\$375	2025	N.A	
3	Charles L. Carnes Justice Center Building of FC	160, Pryor Street, SW	4	142396	5	0	6	5	6	0	\$450	\$1,300	\$375	2026	N.A	N.A
4	Center of Health and Rehabilitation	265, Boulevard, NE	4	53033	5	0	12	5	12	0	\$450	\$450	\$375	2023	N.A	N.A
5	Government Center - Assembly Building	141, Pryor Street, SW	3	83064	2	0	9	2	9	1	\$450	\$1,530	\$375	2025	N.A	N.A
6	Government Center - Midrise Building	141, Pryor Street, SW	4	137019	9	2	11	11	10	0	\$450	\$2,465	\$375	2025	N.A	N.A
7	Government Center - Public Safety	130, Peachtree Street, SW	4	75100	9	0	19	9	11	1	\$450	\$1,020	\$375	2025	N.A	N.A
8	Government Center - Tower Building	141, Pryor Street, SW	11	263577	23	0	30	23	28	1	\$450	\$2,593	\$375	2025	N.A	N.A
9	Health & Human Service Building (Old Office Of The Public Defender)	137, Peachtree Street, SW	4	29484	6	0	8	5	7	0	\$450	\$450	\$375	2023	N.A	N.A
10	Helene S Mills Senior Multi-Purpose Building	515, John Wesley Dobbs Ave	1	36000	1	0	3	1	3	0	\$450	\$300	\$375	2023	N.A	N.A
11	Judge Romae T. Powell Juvenile Justice Center	395, Pryor Street	5	165000	6	0	6	6	11	1	\$450	\$825	\$375	2023	N.A	N.A

22ITB135741C-GS  
Fire Sprinkler Protection System Maintenance Services

Bid Form  
Section 2

No	Building Name	Address	Floors #	Total Square footage	# of wet systems	Dry Systems	# control valves	# Flow switches	# Tamper	# Fire Pumps	12 Cost: Quarterly Maint.	13 Cost: Annual Maint.	14 Cost: Five Year Maint.	15 Next 5 year test due	16 Cost: Winterizing	17 Cost fire hydrant
1																
12	Justice Tower - Was Justice Center Tower	185, Central Avenue	10	615000	10	1	10	10	10	1	\$450	\$3409	\$375	2025	N.A	N.A
13	Kirkwood Library	11, Kirkwood Road	1	7500	1	0	1	1	1	0	\$450	\$250	\$300	2023	N.A	N.A
14	Lewis R. Stalton Courthouse (FCC: Fulton County Courthouse)	136, Pryor Street, SW	12	274628	11	1	11	11	11	0	\$450	\$2678	\$375	2025	N.A	N.A
15	Medical Examiner's Facility	430, Pryor Street	1	28000	3	1	6	4	6	0	\$450	\$340	\$375	2024	N.A	N.A
16	Ponce De Leon Library	980, Ponce De Leon Avenue	1	10815	1	0	1	1	1	0	\$450	\$250	\$300	2024	N.A	N.A
17	Southeast Neighborhood Senior Center	1650, New Town Circle	1	7659	1	0	1	1	1	0	\$450	\$250	\$300	2025	N.A	N.A
18	East Atlanta Library	400 Flat Shoals Ave SE	1	4608	1	0	1	1	1	0	\$450	\$250	\$300	2024	N.A	N.A
19	Metropolitan Library	1332 Metropolitan Pkwy	1	23,606	1	0	2	1	2	0	\$450	\$250	\$300	2023	N.A	N.A
20	Southeast Library	1463 South Pryor Street, Atlanta	1	15,000	1	0	2	1	2	0	\$450	\$250	\$300	2023	N.A	N.A
21	West End Library	525 Peoples Street SW	1	7,980	1	0	1	1	1	0	\$450	\$250	\$300	2024	N.A	N.A
22	Adamsville Regional Health Center	3700 Martin Luther King Jr Dr	2	34,664	1	0	2	1	2	0	\$450	\$250	\$300	2027	N.A	N.A
23	Adamsville/Collier Heights Library	3424 M. L. King Jr. Drive	1	11,368	1	0	3	1	3	0	\$450	\$250	\$300	2027	N.A	N.A
24	Alpharetta Branch Main Bldg	10 Park Plaza	2	25,000	1	0	2	1	2	0	\$450	\$250	\$300	2025	N.A	N.A

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Fire Sprinkler Protection System Maintenance Services

Bid Form  
Section 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
No	Building Name	Address	# Floors	Total Square footage	# of wet systems	Dry Systems	# control valves	# Flow switches	# Tamperers	Fire Pumps	Cost: Quarterly Maint	Cost: Annual Maint.	Cost: Five Year Maint.	Next 5 year test due	Cost: Winterizing	Cost fire hydrant
25	Aviation Community Cultural Center	3900 Aviation Cultural Center	1	16,200	1	0	2	2	2	0	\$450	\$250	\$300	2025	N.A	N.A
26	Buckhead Library	269 Buckhead Avenue, NE	1	19,488	1	0	1	1	1	0	\$450	\$250	\$300	2027	N.A	N.A
27	Camp Truitt Neighborhood Senior Center	4320 Herschel Road	1	5,000	0	1	1	1	1	0	\$450	\$250	\$300	2027	N.A	N.A
28	Central Maintenance Facility	895 Marietta Boulevard	2	66,500	2	0	2	2	2	0	\$450	\$275	\$300	2024	N.A	\$5
29	Cleveland Avenue Library	47 Cleveland Ave.	1	13,000	1	0	1	1	1	0	\$450	\$250	\$300	2025	N.A	N.A
30	College Park Regional Health Center	1920 John Wesley Avenue	2	40,546	2	0	5	4	5	0	\$450	\$275	\$300	2024	N.A	N.A
31	Dogwood Library	1838 Donald Lee Hollowell, NW	1	6,200	1	0	1	1	1	0	\$450	\$250	\$300	2024	N.A	N.A
32	Dogwood Neighborhood Senior Center	1953 Donald Lee Hollowell NW	1	7,155	1	0	1	1	1	0	\$450	\$250	\$300	2026	N.A	N.A
33	Dorothy C. Benson Senior Multipurpose Complex	6500 Vernon Woods Drive	1	43,918	1	0	1	1	1	0	\$450	\$250	\$300	2027	N.A	4
34	Dr. Robert E. Fulton Regional Library at Ocee	5090, Abbotts Bridge Rd.	1	25,000	1	0	2	1	2	0	\$450	\$250	\$300	2027	N.A	N.A
35	East Roswell Branch Main Bldg	2301 Holcomb Bridge Rd	1	15,000	1	0	4	3	4	0	\$450	\$250	\$300	2024	N.A	N.A
36	H.J.C Bowden Senior Multipurpose Facility	2885 Church Street	1	36,472	2	0	2	2	2	0	\$450	\$275	\$300	2024	N.A	N.A

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Fire Sprinkler Protection System Maintenance Services

Bid Form  
Section 2

No	Building Name	Address	# Floors	Total Square footage	# of wet systems	Dry Systems	# control valves	# Flow switches	# Tampers	# Fire Pumps	12 Cost: Quarterly Maint.	13 Cost: Annual Maint.	14 Cost: Five Year Maint.	15 Next 5 year test: year due	16 Cost: Winterizing	17 Cost fire hydrant
37	Hapeville Neighborhood Senior Center Main Bldg	527, King Arnold Street	1	8,522	1	0	1	1	1	0	\$450	\$250	\$200	2027	N.A	N.A
38	Harrist G Darnell Senior Multi-Purpose Main Bldg	677 Fairburn Rd	1	33,806	1	0	1	1	1	0	\$450	\$250	\$300	2027	N.A	\$110
39	Jefferson Place Homeless Complex (COMBINED WITH DRUG COURT AS A COMPLEX THEY SHARE THE SAME SYSTEM)	1135 Jefferson Street, NW	2	45,000	1	1	4	5	4	0	\$450	\$400	\$300	2026	N.A	N.A
40	Milton Branch Main Building	855 Mayfield	1	25,000	1	0	2	1	1	0	\$450	\$250	\$300	2025	N.A	N.A
41	Neighborhood Union Health Center Main Bldg.	186 Sunset Ave. NW	1	7,600	1	0	1	1	1	0	\$450	\$250	\$300	2027	N.A	N.A
42	New Beginnings Neighborhood Senior Center	66 Brooks Dr.	1	13,000	1	0	1	1	1	0	\$450	\$250	\$300	2026	N.A	\$55
43	North Fulton Service Center	7741 Roswell Rd	2	44,000	1	0	3	2	3	0	\$450	\$250	\$300	2027	N.A	\$55
44	North Fulton Water Services Administration Bldg	11575 Maxwell Road	2	114,093	4	0	8	4	8	0	\$450	\$600	\$300	2023	N.A	N.A
45	Northeast/Spruill Oaks Regional Library	9560 Spruill Road	1	24,855	1	0	3	1	3	0	\$450	\$250	\$300	2027	N.A	\$55
46	Northside Library	3295 Northside Parkway	1	11,070	1	0	1	1	1	0	\$450	\$250	\$300	2025	N.A	N.A

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Fire Sprinkler Protection System Maintenance Services

Bid Form  
Section 2

No	Building Name	Address	# Floors	Total Square footage	# of wet systems	Dry Systems	# control valves	# Flow switches	# Tamperers	# Fire Pumps	12 Cost: Quarterly Maint.	13 Cost: Annual Maint.	14 Cost: Five Year Maint.	15 Next 5 year test due	16 Cost: Winterizing	17 Cost fire hydrant
47	Northwest Branch Main Bldg	2489 Perry Boulevard	1	25,000	1	0	2	1	2	0	\$450	\$250	\$300	2025	N.A	N.A
48	Oak Hill Child & Adolescent Center Administration Building	2799 Metropolitan Pkwy	2	39,500	3	2	7	5	7	0	\$450	\$595	\$300		N.A	\$110
49	Palmetto Branch	9111 Cascade Palmetto Hwy	1	10,000	1	0	1	1	1	0	\$450	\$250	\$300	2024	N.A	N.A
50	Palmetto Neighborhood Senior Center	510 Turner Avenue	1	13,000	1	0	1	1	1	0	\$450	\$250	\$300	2026	N.A	N.A
51	Public Safety Training Center Main Building	3025 Merk Rd	2	34,956	0	1	1	1	1	0	\$450	\$250	\$300	2023	N.A	\$110
52	Roswell Library	115 Norcross Street	1	23,716	1	0	2	2	2	0	\$450	\$250	\$300	2024	N.A	N.A
53	Roswell Neighborhood Senior Center	1250 Warsaw Road	2	11,102	1	0	2	1	2	0	\$450	\$250	\$300	2026	N.A	N.A
54	South Fulton Regional Library	4055 Flat Shoals Road, SW	1	15,300	1	1	2	2	2	0	\$450	\$275	\$300	2024	N.A	N.A
55	Fulton County Jail	780, Marietta Street, NW	1	3241	1	0	0	0	0	0	\$450	\$250	\$300	2023	NA	NA
56	Marietta Blvd. Annex	3665 Cascade Road, SW	1	27,270	2	1	6	3	6	0	\$450	\$340	\$300	2024	N.A	N.A
57	Washington Park/Annie McPheeters Library	1116 M. L. King Jr., Drive	1	8,120	1	0	1	1	1	0	\$450	\$250	\$300	2025	N.A	N.A
58	4700 North Point Parkway	4700 N Point Pkwy, Alpharetta	2	108,512	1	1	3	2	2	0	\$450	\$275	\$300	2025	N.A	N.A

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Fire Sprinkler Protection System Maintenance Services

Bid Form  
Section 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
No	Building Name	Address	# Floors	Total Square footage	# of wet systems	Dry Systems	# control valves	# Flow switches	Tampers #	Fire Pumps	Cost: Quarterly Maint.	Cost: Annual Maint.	Cost: Five Year Maint.	Next 5 year test due	Cost: Winterizing	Cost fire hydrant
59	Sandy Springs Library	395 Mount Vernon Highway NW	1	20,000	1	0	2	1	2	0	\$450	\$250	\$300	2024	N.A	N.A
60	Adams Park Library	2231 Campbellton Rd	1	9,000	1	0	1	1	1	0	\$450	\$250	\$300	2024	N.A	N.A
61	Wolf Creek Branch Library	3100 Enon Rd	1	25,000	1	0	2	1	2	0	\$450	\$250	\$300	2025	N.A	\$551
62	TOTAL COST OF MAINTENANCE (SUM OF ALL LINES IN EACH COLUMNS 12,13,14, AND 17)															
											\$21,450	\$32,235	\$19,350			\$825

- 63. Per-hour labor cost for non-scheduled repairs - \$ 95.00 per hour. Estimated annual hours - 200  
Annual Cost of labor = 200 X labor charges quoted above - \$ \$19,000
- 64. Trip/service charges if applicable - \$ N/A per trip or call. Estimated annual service calls - 150  
Annual Cost of trip/service calls - \$ N/A
- 65. Base Bid amount - Add up costs in lines 62, 63 and 64 \$ \$98,800.00  
**Note: Please enter the total number online item 65, into Section 2 of the Bid Form as the BASE BID AMOUNT.**

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 #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: VSC Fire + Security

Signed by: SEAN HADLOW   
[Type or Print Name]

Title: Inspection Manager

Business Address: 1780 Corporate Dr  
Ste 425  
Norcross, GA 30093

Business Phone: 678-252-0600



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Fire Sprinkler Protection System Maintenance Services

Bid Form  
Section 2

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
Brent Blankinship	1780 Corporate Dr., Ste 425 Norcross GA 30091-3
Selina Billman	1780 Corporate Dr., Ste 425 Norcross GA 30091-3

END OF SECTION

# **EXHIBIT E**

## **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] ifc 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

[Signature]  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

VP/DM  
Title of Authorized Officer or Agent of Contractor

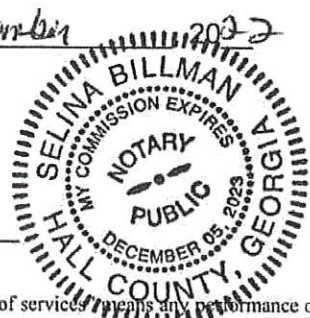
Brent Blankinship  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15<sup>th</sup> day of November

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 of Agent  
(Insert Subcontractor Name)

NIA

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

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)

N/A

**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: \_\_\_\_\_

(ATTACH COPY OF LICENSE)

N/A

**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


Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Fire Protection Contractor License

Professional License Number: CL 000101

Expiration Date of License: 12/31/2022

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

Signed:  Inspection Manager

Date: 11/15/2022

**(ATTACH COPY OF LICENSE)**

**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 Meenan, 10343B Kings Acre Rd, Ashland, VA 23005

COO: Tony Clements, 10343B Kings Acre Rd, Ashland, VA 23005

Atlanta District Manager: Brent Blankenship; 1780 Corporate Dr, Ste 425, Norcross, GA 30093

Office Manager: Selina Billman; 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 Office continues to grow through the fire sprinkler, fire alarm, and fire suppression fields through inspection, maintenance, repair, and install. Recent addition of a low voltage company has expanded our growth.

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 has been providing services for Fulton County for several 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

(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 15<sup>th</sup> day of November, 2022

VSC Fire & Security, Inc. 11/15/22  
(Legal Name of Proponent) (Date)

[Signature] 11/15/22  
(Signature of Authorized Representative) (Date)

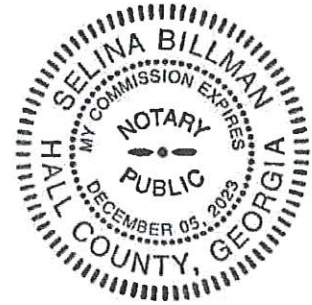
VP/DM  
(Title)

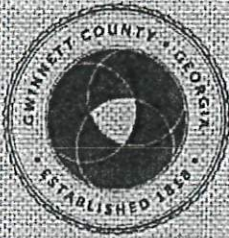
Sworn to and subscribed before me,

This 15<sup>th</sup> day of November, 2022

Selina Bellman  
(Notary Public) (Seal)

Commission Expires 12/5/2023  
(Date)





### Gwinnett County Licensing and Revenue

446 W. Crogan Street  
Lawrenceville, GA 30046

## 2022

NOT  
TRANSFERABLE

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	January 31, 2022	Certificate Number:	2022165644
Expires:	March 31, 2023	Fee:	\$0.00
Business Name:	VSC FIRE & SECURITY INC		
Description:	All Other Specialty Trade Contractors		

MAIL TO:  
VSC FIRE & SECURITY INC  
C/O VSC FIRE & SECURITY INC  
10343B KINGS ACRES RD  
ASHLAND VA 23005-8059

Business Location  
1780 CORPORATE DR  
SUITE 425  
NORCROSS GA 30093-2963



Only valid at this location and when location conforms to Gwinnett County Ordinance



**JOHN F. KING**  
COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER

**STATE OF GEORGIA**  
OFFICE OF  
**GEORGIA SAFETY FIRE COMMISSIONER**

920 West Tower, 2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334

License No.  
**CL 000101**

**FIRE PROTECTION CONTRACTOR LICENSE**

Pursuant to the provisions of "Georgia Fire Sprinkler Act" (O.C.G.A. 25-11) and having met all application requirements and license qualifications pursuant 25-11-7 and the Rules and Regulations promulgated thereunder, this license is hereby granted to:

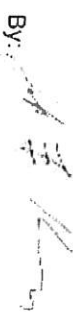
**VSC Fire & Security Inc - Norcross**  
1780 Corporate Dr suite 425  
Norcross, GA 30093

This certificate is not transferable and may be revoked for violation of the Act, or the Rules and Regulations promulgated thereunder:

Date Issued **Oct 07, 2021**

**THIS CERTIFICATE EXPIRES 12/31/2022**

Please visit our website at <http://legov.oci.ga.gov/prodverification/> to see additional real-time information regarding this license.

By:   
**JOHN F. KING**  
INSURANCE AND SAFETY FIRE COMMISSIONER



**JOHN F. KING**  
COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER

**STATE OF GEORGIA**  
OFFICE OF  
**GEORGIA SAFETY FIRE COMMISSIONER**

920 West Tower, 2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334

License No.  
**CC 001018**

**CERTIFICATE OF COMPETENCY**

Pursuant to the provisions of "Georgia Fire Sprinkler Act" (O.C.G.A. 25-11) and having met all application requirements and certification qualifications pursuant 25-11-4 and the Rules and Regulations promulgated thereunder, this license is hereby granted to:

**Michael F Meehan**  
**VSC Fire & Security Inc-Norcross**  
1780 Corporate Dr  
Norcross, GA 30093

This certificate is not transferable and may be revoked for violation of the Act, or the Rules and Regulations promulgated thereunder:

Date Issued: Oct 07, 2021  
Association 2019-01-11 00:00:00.0  
Date: \_\_\_\_\_

**THIS CERTIFICATE EXPIRES 12/31/2022**

By:

**JOHN F. KING**  
**INSURANCE AND SAFETY FIRE COMMISSIONER**



**JOHN F. KING**  
COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER

**STATE OF GEORGIA**  
OFFICE OF  
**GEORGIA SAFETY FIRE COMMISSIONER**

920 West Tower, 2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334

License No.  
**IL 000938**

**FIRE PROTECTION SYSTEM INSPECTOR LICENSE**

Pursuant to the provisions of "Georgia Fire Sprinkler Act" (O.C.G.A. 25-11) and having met all application requirements and certification qualifications pursuant 25-11-4 and the Rules and Regulations promulgated thereunder, this license is hereby granted to:

**Matthew N Bennett**  
**VSC Fire & Security Inc- Norcross**  
1780 Corporate Dr  
Norcross, GA 30093

This certificate is not transferable and may be revoked for violation of the Act, or the Rules and Regulations promulgated thereunder:

Date Issued: Oct 07, 2021  
Association: 2016-08-30 00:00:00.0  
Date: \_\_\_\_\_

**THIS CERTIFICATE EXPIRES 12/31/2022**

By:   
**JOHN F. KING**  
INSURANCE AND SAFETY FIRE COMMISSIONER



**NATIONAL INSTITUTE FOR CERTIFICATION  
IN ENGINEERING TECHNOLOGIES®**

*Providing Certification Programs Since 1961*

BE IT KNOWN THAT

**Matthew N Bennett**

IS HEREBY AWARDED THE FOLLOWING CERTIFICATION

**Inspection and Testing of Water-Based  
Systems Level III**

Certification Number **143637**

Valid Through **2022-12-01**



**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

CHAIR OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS





**STATE OF GEORGIA**

OFFICE OF

**GEORGIA SAFETY FIRE COMMISSIONER**

License No.

**IL 000639**

**JOHN F. KING**

COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER

920 West Tower, 2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334

**FIRE PROTECTION SYSTEM INSPECTOR LICENSE**


Pursuant to the provisions of "Georgia Fire Sprinkler Act" (O.C.G.A. 25-11) and having met all application requirements and certification qualifications pursuant 25-11-4 and the Rules and Regulations promulgated thereunder, this license is hereby granted to:

**Brian L Sharp**  
**VSC Fire & Security Inc-N Charleston**  
7271A Investment Dr  
North Charleston, SC 29418

This certificate is not transferable and may be revoked for violation of the Act, or the Rules and Regulations promulgated thereunder:

Date Issued: Aug 31, 2021  
Association 2013-06-19 00:00:00.0  
Date: \_\_\_\_\_

**THIS CERTIFICATE EXPIRES 12/31/2022**

By:   
\_\_\_\_\_  
**JOHN F. KING**  
**INSURANCE AND SAFETY FIRE COMMISSIONER**

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

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

"Know all persons by these presents, that I/We (SEAN HADDOW),  
Name


Inspection Manager  
Title

VSC Fire & Security  
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: SEAN HADDOW TITLE: Inspection Manager

SIGNATURE: 

ADDRESS: 1780 Corporate Dr., Ste 425, Norcross, GA 30093

PHONE NUMBER: 678-252-0600 EMAIL: shaddow@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

ITB/RFP Name & Number: 22ITB135741C-65 Fire Sprinkler Protection System Maintenance Services

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: (\$) 0

Total Percentage of Certified Subcontractors: (%) 0

**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: Inspection Manager

Business or Corporate Name: VSC Fire & Security

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

Telephone: (678) 252-0600

Fax Number: (678) 252-0601

Email Address: shadlow@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.











## SECTION 7 - CONTRACT COMPLIANCE REQUIREMENTS

### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

#### Title VI Non-Discrimination Policy

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

### DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Prime contractors must provide documentation of efforts to include, but not limited to:

1. A list of firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.
2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:
  - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings
  - Other efforts to solicit participation.

3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:
- Project scope of work,
  - Project location
  - Location(s) of where plans and specifications may be viewed or obtained and
  - Subcontracting/trade opportunities

### **PROMPT PAYMENT**

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

### **REQUIRED FORMS**

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

### **UTILIZATION REPORTING (Post Award)**

The awardee(s) will be required to report **all** payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (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.

**NON-DISCRIMINATION IN PURCHASING & CONTRACTING  
PROJECT REQUIREMENTS**

**PROJECT NO: 22ITB135710C-GS  
Fire Sprinkler Protection System Maintenance Services**

**WORK CATEGORY: Other Services**

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

**WORK CATEGORY AVAILABILITY:**

**11.49% MBE and 2.62% FBE**

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business Enterprise

FBE - Female Business Enterprise

SBE – Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise

**NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM**  
**REMINDERS**

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.
3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on all subcontractors (including majority firms) they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

<https://fultoncountyga.diversitycompliance.com> Click "Search Registered Directory" for Certified Vendors

City of Atlanta Government

<https://atlantaga.gob2g.com/>

Scroll down and Click "Portal" to search for Certified Vendors

VETBIZ

<https://www.vip.vetbiz.ga.gov/>

Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT

<http://www.dot.ga.gov/>

Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on "Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council

<https://gmsdc.org/>

WBENC – Women's Business Enterprise National Council

<https://www.wbenc.org/certification>

SBA – Small Business Administration

[https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm)

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**Insurance and Risk Management Provision****Fire Sprinkler Maintenance Services**

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

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

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

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

**Accordingly, the Respondent shall provide a certificate evidencing the following:**

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

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

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

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

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

**Certificates:**

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 using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis. .

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

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

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

Such certificates and notices shall be sent to:

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

**Important:**

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

**USE OF PREMISES**

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

**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.

Intentionally left blank

**PROTECTION OF PROPERTY**

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

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

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

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

COMPANY: VSC Fire & Security SIGNATURE: 

NAME: SEAN HADRIAN TITLE: Inspection Manager DATE: 11/15/22



# **EXHIBIT H**

## **PAYMENT & PERFORMANCE BONDS**

**No Bonds were required**

**23-0092 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services in an amount not to exceed \$200,000.00 with VSC Fire & Security, Inc. (Norcross, GA), to provide fire sprinkler protection system maintenance services for Countywide facilities to be effective upon execution of contract through December 31, 2023, with two renewal options. **(APPROVED)**

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

**Yea:** Pitts, Thorne, Ellis, Barrett, Hall, Arrington, and Abdur-Rahman

**Arts and Libraries****23-0093 Arts and Culture**

Request approval of a statewide contract - Arts & Culture Department, SWC# 99999-SPD-0000136-0008, Professional Temporary Staffing in the amount of \$105,000.00 with Corporate Temps Inc. (Norcross, Georgia) to provide temporary staffing services for the Arts & Culture Department. Effective upon BOC approval through June 30, 2023. **(APPROVED)**

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

**Yea:** Pitts, Thorne, Ellis, Barrett, Hall, Arrington, and Abdur-Rahman

**Health and Human Services****23-0094 Senior Services**

Request approval for the Fulton County Department of Senior Services and Department of Behavioral Health and Developmental Disabilities to provide a letter of support as a collaborator with Christian City and Two Sparrows Village National Institutes of Health (NIH) ComPASS grant application to fund the Lifespan Engagement & Educational Ecosystem Tool (LET). Effective upon Board approval. **(APPROVED)**

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

**Yea:** Thorne, Ellis, Barrett, Hall, Arrington, and Abdur-Rahman

**Did Not Vote:** Pitts