Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 14VR93128C

PROJECT TITLE: Kitchen Exhaust System Maintenance Services

DUE DATE: Friday, May 2, 2014

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

LAST DAY FOR QUESTIONS: Tuesday, April 29, 2014

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

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *THE ABOVE MENTIONED DATE* AT 2:00 P.M.

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

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

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

CONTACT NAME:	E-MAIL ADDRESS:	FAX NUMBER:
Vearnetta Rivers	vearnetta.rivers@fultoncountyga.gov	(404)893-6588

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

REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS

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

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**

2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.

3. **STATE OF GEORGIA IMMIGRATION REQUIREMENT.** Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The County cannot enter into a contract for the physical performance of services unless the contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify.

   Before a bid for any such services is considered by the County, the bid shall include a signed, notarized affidavit from the contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.

4. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.

5. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.

6. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.

7. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

8. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

9. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.

10. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

11. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

12. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.

13. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

14. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

15. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

16. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.

17. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.

18. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

19. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

20. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

21. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

22. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

23. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS

Kitchen Exhaust System Maintenance Services
Facilities and Transportation Department

1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified bidders to provide all parts, labor, equipment, transportation and materials necessary to provide cleaning and fire inspection services on exhaust hood filters and the interior of all exhaust vents as per scope of work shown below for the Facilities and Transportation Department.

2. CONTACT PERSON

Please contact Vearnetta Rivers by e-mail vearnetta.rivers@fultoncountyga.gov or Fax (404) 893-6588 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

Award is for twelve (12) months from issuance of purchase order.

4. PRODUCT/SERVICE SPECIFICATIONS

SCOPE OF WORK

All materials, supplies, parts and services requested by Fulton County must be of the highest quality and must conform to any related State, Municipal or Federal Standard and be consistent with Commercial practices.

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

3.1 Cleaning and servicing of exhaust hoods shall meet all the requirements in NFPA # 96, I.K.E.C.A Standards and Local Fire Codes. The contractor shall be a member of I.K.E.C.A. and produce certificate to support membership. Please attach the certificate to on-line quote. Clean and de-grease the internal parts of exhaust vent.

3.2 Clean and de-grease vertical and horizontal ducts. Where duct is not accessible, the information shall be included in the technical report.

3.3 Check operation of fans. Re-grease the fan motor bearings.

3.4 Clean and de-grease the fan motor body, the blades and cage. Check belts where installed and replace if necessary.

3.5 Remove filters in the vent hoods, and roof exhaust fans where installed. Clean and de-grease the filters. Replace the filters if necessary.

3.6 Replace fusible links where installed annually as laid out in NFPA 96.

3.7 Check and service the fire suppression system including automatic fire extinguishing system where installed.

3.8 Portable Fire Extinguishers (Type K) are not a part of this contract.

3.9 Provide a technical report that shall include all information as required in NFPA 96. The information required to be in the form, a sample which is attached for reference (Attachment 'A'). The vendor may make copies of the form or make their own forms.

3.10 For repair tasks not covered by the scope of work, the vendor will be compensated based on estimate, approved by Fulton County prior to commencement of work.

3.11 System access-If system access required additional ducting access panels in order to conduct a thorough cleaning of the system, a designated Fulton County representative must approve prior to installation of the same.

5. PRICING SHEETS

Building Number, Name and Address	Frequency	Unit Price
Central Zone		
1. Southeast Neighborhood Senior Center 1650 New Town Circle Atlanta, GA 30315 **Asset Number B373013**	Semi-Annual	$_____
2. Judge Romae T. Powell Juvenile Justice Center 395 Pryor St., SW Atlanta, GA 30303 **Asset Number B506011**	Semi-Annual	$_____
3. Auburn Neighborhood Senior Center 300 Auburn Ave., NE Atlanta, GA 30303 **Asset Number B720012**	Semi-Annual	$_____
4. Helene S. Mills Senior Multipurpose Facility 677 John Wesley Dobbs Ave. Atlanta, GA 30312 **Asset Number B374012**	Semi-Annual	$_____

Building Number, Name and Address	Frequency	Unit Price
North Zone		
5. Dorothy C. Benson Senior Multi-Purpose Center 6500 Vernon Woods Dr. Sandy Springs, GA 3032	Semi-Annual	$_____

Asset Number B360012

6. Fire Station #19, Charlie Brown Airport 3965 Aero Dr. Atlanta, GA 30336 **Asset Number B119012 (**)** **Commercial Vent Hood**	Semi-Annual	$_____
7. Harriet G. Darnell Senior Multi-Purpose Center 677 Fairburn Road, NW Atlanta, GA 30331 **Asset Number B370013**	Semi-Annual	$_____
8. Jefferson Place Homeless Complex 1135 Jefferson St., NW Atlanta, GA 30318 **Asset Number B504032**	Semi-Annual	$_____
9. Jefferson Place Homeless Complex – Drug Court Wing 1135 Jefferson St., NW Atlanta, GA 30318 **Asset Number B504032**	Semi-Annual	$_____
10. New Horizon Neighborhood Senior Center 745 Orr Street Atlanta, GA 30318 **Asset Number B891012**	Semi-Annual	$_____
11. North Training Center 5025 Roswell Rd., NE Atlanta, GA 30342 **Asset Number B352012**	Semi-Annual	$_____
12. Dogwood Neighborhood Senior Center 1953 Bankhead Highway Atlanta, GA 30318 **Asset Number B406012**	Semi-Annual	$_____
13. Roswell Neighborhood Senior Center 1250 Warsaw Road Roswell, GA 30076 **Asset Number B810013**	Semi-Annual	$_____

Building Number, Name and Address	**Frequency**	**Unit Price**
South Zone		
14. Camp Truitt Neighborhood Senior Center 4320 Herschel Rd. College Park, GA 30337 **Asset Number B800243**	Semi-Annual	$_____

15. Central Training Center
425 Langhorn St., SW
Atlanta, GA 30310
Asset Number B342013

Semi-Annual $_____

16. Fire Station #1, Red Oak
5165 Welcome All Rd.
College Park, GA 30349
Asset Number B101013

Semi-Annual $_____

17. Fire Station #11, Fulton Industrial
4760 Fulton Industrial Blvd., SW
Atlanta, GA 30331
Asset Number B111012

Semi-Annual $_____

18. Fire Station #13, Cascade
5980 Plummer Rd.
Atlanta, GA 30331
Asset Number B113012

Semi-Annual $_____

19. Fire Station #17, Cedar Grove
8675 Ridge Rd.
Fairburn, GA 30213
Asset Number B117013

Semi-Annual $_____

20. Fire Station #23, Cascade
4121 Cascade Rd.
Atlanta, GA 30336
Asset Number B125013

Semi-Annual $_____

21. Fire Station #3, Cliftondale
4035 Stonewall Tell Rd.
College Park, GA 30349
Asset Number - B103013

Semi-Annual $_____

22. Fire Station #5, Pine Ridge
3175 Bethsaida Rd.
Fairburn, GA 30213
Asset Number B105023

Semi-Annual $_____

23. Fire Station #7, Midway
5965 Buffington Rd.
College Park, GA 30349
Asset Number B107013

Semi-Annual $_____

24. Fire Station #9, Rico
6615 Rico Rd.
Palmetto, GA 30268
Asset Number B109013

Semi-Annual $_____

25. Fulton County Family Resources Center
2836 Springdale Rd., SW
Atlanta, GA 30315
Asset Number B811023

Semi-Annual $_____

26. H.J.C Bowden Senior Multipurpose Facility
2885 Church St.
East Point, GA 30344
Asset Number B710013

Semi-Annual $_____

27. Hapeville Senior Center
515, King Arnold Street
Hapeville, GA 30354
Asset Number B371013

Semi-Annual $_____

28. Palmetto Neighborhood Senior Center
205 School St.
Palmetto, GA 30268
Asset Number B808013

Semi-Annual $_____

29. South Training Center
2605 Fairburn Rd., SW
Atlanta, GA 30331
Asset Number B308033

Semi-Annual $_____

30. Tom Lowe Shooting Grounds
Trap Skeet Clubs. /Off.
3070 Merk Rd., SW
Atlanta, GA
Asset Number B219013

Semi-Annual $_____

31. QLS Center for Senior Citizens
4001 Danforth Rd., SW
Atlanta, GA 30331
Asset Number B880012

Semi-Annual $_____

32. New Beginnings Senior Center
66 Brooks Drive
Fairburn, GA 30213
Asset Number B809023

Semi-Annual $_____

<u>Please quote the labor hour rates for any work outside the normal tasks of maintenance shown in the Scope of Work.</u>

33. Labor charges for work during NORMAL HOURS: $_____per Labor Hr

34. Labor Charges for work OTHER THAN NORMAL HOURS, WEEK ENDS AND HOLIDAYS:

$_____per Labor Hr

6. SPECIAL CONDITIONS/INSTRUCTIONS

DELIVERY

The vendor must be able to acknowledge all service calls within two (2) hours. Routine work will be done on a pre-arranged schedule. The Contract Administrator or his designated representative (normally a Zonal Manager) will coordinate, on-site, with the successful vendor to perform services for a specific number of items. **Repeated failure to provide services in accordance with agreed-upon schedules may be grounds for termination of contract.**

WORKING HOURS

For the purpose of this quote, normal working hours will be from 7:00 a.m. through 6:00 p.m., Monday through Friday, excluding Fulton County holidays. **Overtime will not be paid unless specifically authorized in writing in advance of the work being done.** The vendor is required to acknowledge a notification call within two (2) hours in order to make arrangements for services. Failure to respond within the two (2) hour time period will not be basis for overtime payment.

AUTHORIZATION TO PLACE CALLS

Failure to receive proper authorization prior to providing the services can be grounds for nonpayment of the invoice**. Successful vendor will be provided with a list of staff authorized to make service calls, before activation of the contract.**

EMPLOYEES

Within ten (10) days after commencement of quote, and **before beginning service in any County facility,** the successful vendor shall provide the Fulton County Contract Administrator with a list of employees who will be performing services under this quote. The list shall specify the employee's name and position. **All employees assigned to this quote must have a completed Georgia Criminal Investigation (GCI) and clearance obtained from Fulton County Sheriff Department must be submitted before commencing services. All costs associated with the background check shall be paid by the vendor.** The completed background check must be verified by the Contract Administrator before an employee starts servicing any County facility. Employees assigned to this quote must not have convictions for any criminal offense involving theft, assault, or drugs. After successful verification of the GCI by the Contract Administrator or designated representative, a Fulton County Temporary Identification badge will be issued to the employee. **The Temporary ID badge must be worn by the employee at all times while conducting business in Fulton County Buildings.**

REFERENCES

The vendor is required to provide three (3) commercial or government references who can verify the vendor's capability to perform the services requested in this solicitation. At least one (1) of the references must be from a customer currently being serviced and the remaining two (2) should be from customers serviced within the past three (3) years. Provide company name and address and contact person's name and telephone number for each reference (i.e., Cobb County Government, 2222 Northside Parkway, Marietta, Jim Thomas, 404-123-4567).

Please attach the list of references to the on-line quote. Inability to contact reference due to faulty information will cause reference to be disregarded and may lead to vendor being declared non-responsive.

VENDOR QUALIFICATIONS

The special nature of the work environment and the services to be performed require a contractor with specific experience in this type of cleaning. The vendor must have a minimum of five (5) years' experience doing this type work.

SERVICE REPORTS

The successful vendor is required to submit a service report documenting completion of each service call within three (3) days of completing the service. Invoices will not be paid until service report is received. **Failure to submit these reports may be grounds for contract termination.** Each report must contain the following information:

1. Fulton County Work Request Number
2. Date(s) service was performed.
3. Start time & completion time.
4. Facility name and address where service was provided.
5. A description of the work performed, including any exceptions or damages.
6. Name(s) of Technicians providing service.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

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

- 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 a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

<u>Accordingly the Respondent shall provide a certificate evidencing the following:</u>

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

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

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

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

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
   Combined Single Limits (Symbol 1) Any One Accident **-** $1,000,000
   (Property Damage and Bodily Injury)

4. **UMBRELLA LIABILITY** Each Occurrence - $1,000,000
   (In excess of Auto, General Liability and Employers Liability)

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), 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 **Insurance in no way Limits the Liability of the Contractor/Vendor.**

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.

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 t protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Consultant/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 Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/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 Consultant/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 Consultant/Contractor.

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

COMPANY:_____
SIGNATURE:_____

NAME:_____ TITLE:_____

DATE:_____

Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

E-Verify Affidavit Required

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
For Services or Labor to be performed

E-Verify Affidavit

Instructions:

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

E-Verify apply and are defined as the performance of labor or services where the labor or services is in excess of $2,499.99.

The **E-Verify Affidavit** must be submitted with the quote submittal.

STATE OF GEORGIA
COUNTY OF FULTON

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services1 under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,2 in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

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

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