



# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

**REQUEST FOR E-QUOTE NUMBER:**

**15CT99131A**

**PROJECT TITLE: Drug and Alcohol Substance Abuse Testing**

**DUE DATE: 08/27/2015**

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

**LAST DAY FOR QUESTIONS: 08/24/2015**

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

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

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT [www.fultonvendoreselfservice.co.fulton.ga.us](http://www.fultonvendoreselfservice.co.fulton.ga.us). BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

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

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

CONTACT NAME:  
Carolyn Towns

E-MAIL ADDRESS:  
[carolyn.towns@fultoncountyga.gov](mailto:carolyn.towns@fultoncountyga.gov)

FAX NUMBER:  
(404) 893 1727

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. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bidding.
3. **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.
4. **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.

5. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
6. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.

13. **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.
14. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
15. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

24. **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 QUOTE SPECIFICATIONS**  
**Drug and Alcohol Substance Abuse Testing**  
**Personnel Department**  
**Employee and Labor Relations Division**

**1. DESCRIPTION**

The Fulton County Department of Purchasing and Contract Compliance is soliciting e-quotes from qualified vendors to provide body fluid and alcohol testing and substance abuse detection to the Department of Personnel on an as, if and/or when requested basis for a period of one (1) year.

**2. CONTACT PERSON**

Please contact [Insert Procurement Officer name by e-mail [carolyn.towns@fultoncountyga.gov](mailto:carolyn.towns@fultoncountyga.gov) or Fax (404) 893 1727 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.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website ([www.fultonvendorselfservice.co.fulton.ga.us](http://www.fultonvendorselfservice.co.fulton.ga.us)).

You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes on line and in real time on this website.

**3. TERM OF AGREEMENT**

**Twelve (12) consecutive months from date of issuance of Purchase Order.**

**4. PRODUCT/SERVICE SPECIFICATIONS**

1. The successful vendor must also have emergency and after hour services available 24 hours a day, seven days a week and must give immediate notification of any sites that are temporarily or permanently closed or deem unavailable for testing.
2. The laboratory(s) must be certified by the Substance Abuse and Mental Health Services Administration. (SAMHSA). ***Please provide documentation as proof of certification by uploading as an attachment to the RFQ when entering your on-line bid pricing.*** Failure to provide this information may deem your quote as "non-responsive" and disqualification of your quote.

In the event the successful vendor sub-contracts any work prescribed under this quote to another firm, the sub-contractor will be subject to the same requirements as the primary contractor. ***If yes, please state name, address, telephone number and primary contact person of the sub-contractor by uploading as an attachment to the RFQ when entering your on-line bid pricing.***

### **Testing Schedules**

1. To ensure confidentiality of testing dates, times and the identity of selected employees, scheduling will occur no earlier than, twenty-four (24) hours prior to the test date and time.

### **Laboratory drug analysis procedures**

1. Laboratory will use only procedures approved by the Substance Abuse and Mental Health Services Administration (SAMHSA).
2. The standard initial test shall use an immunoassay which meets the requirements of the food and drug administration for commercial distribution.
3. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

#### **Initial Test Levels (NC.ML)**

A.	Amphetamines	
	Amphetamines/AMP/MAMP	500
	Methamphetamines	500
B.	Cocaine Metabolites	150
C.	Opiate Metabolite	2000
	Morphine	
	Codeine	
	6-Acetylmorphine	10
D.	Marijuana Metabolites	50
E.	Phencyclidine	25

Note: The above test levels are subject to changes as advances in technology or other considerations warrant identification of these substances at other concentrations.

### **Laboratory Alcohol Analysis Procedures**

1. Breath alcohol testing must be administered by individuals certified in Department of Transportation (DOT) testing only
2. Positive levels of alcohol will be .02 grams or greater

### **Standard Confirmatory Test**

1. All urinalysis specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed.
2. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory records as “greater than highest standard curve value”, cutoff values are as follows:

**Confirmation test levels  
(NG/ML)**

Amphetamines	250
Methamphetamines	250
MDMA	250
MDEA	250
MDA	250
 Cocaine Metabolite(s)	 100
 Opiates/Metabolites	 
Codeine	2000
6-Acetylmorphine	10
 Marijuana Metabolites	 15
 Phencyclidine	 25

Note: These test levels are subject to changes as advances in technology or other considerations warrant identification of these substances at other concentrations.

**Reporting Lab Results**

1. Before any test result (initial tests, confirmatory test or quality control date) is reported, it shall be reviewed and the test certified as an accurate report by an individual qualified (Laboratory/Medical Review Officer – MRO) to report results.
2. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cutoff for each, the specimen number assigned by the collection site person and the drug testing laboratory specimen identification number.
3. The results of positive or negative for all specimens submitted to the laboratory at the same time shall be reported to Fulton County at the same time.
4. The laboratory shall report as negative, all specimens which are negative on the initial test or negative on the confirmatory test.
5. Only specimens confirmed positive shall be reported positive for a specific drug.
6. The laboratory must ensure the security of the data transmission, storage and retrieval system.
7. The laboratory shall send Fulton County a certified copy of the original chain of custody form signed by the individual responsible for attesting to the validity of the test reports.

8. Breath alcohol testing must be performed by an Evidential Breath Testing Device (EBT) that has been approved by the National Highway Traffic Safety Administration (NHTSA) and placed on

**NHTSA's** "Conforming Products List of evidential breath measurement devices."

#### **Retesting Urinalysis Specimens:**

Because some analyses deteriorate or are lost during freezing and/or storage, quantization for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

#### **Expert Testimony:**

The laboratory shall have qualified personnel available to testify in an administrative disciplinary proceeding against a Fulton County employee when that proceeding is based on positive urinalysis and/or breath alcohol results reported by the laboratory.

#### **Quality Assurance and Quality Control:**

1. The drug testing laboratory shall have a quality assurance program which encompasses all aspects of the testing process including, but not limited to, specimen acquisition, confirmation testing and validation of analytical procedures.
2. Quality assurance procedures shall be designed, implemented and reviewed to monitor the conduct of each step of the process of testing for drugs.
3. All procedures utilized for the testing of alcohol and drugs must meet the requirements of the federal uniform commercial driver's license act, OCGA 40-5-140-et.seq.

#### **Reporting of Results:**

Reporting of results shall be to Fulton County Officials as set forth herein.

1. Test results will be made available only to the Personnel Director or his/her designee.
2. The laboratory may transmit positive urinalysis results only to the MRO using various electronic means (e.g. teleprinters, facsimile or computer) as long as it is in a manner designed to ensure confidentiality of the information. Positive results may not be provided verbally by telephone.
3. An MRO shall be provided by the successful vendor and utilized only for those tests with positive results.
4. The role of the MRO will be to review and interpret positive urinalysis test results obtained through the agency's testing program.
5. The MRO shall review positive urinalysis results and examine alternative medical explanations for the positive test result. This action could include the following:
  - A. Conducting a medical interview with the individual
  - B. Review of the individual's medical history

- C. Review of any other relevant biomedical factors
6. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.
  7. The MRO shall not consider the results of urine samples that are not obtained and/or processed in accordance with these DOT guidelines.
  8. The MRO shall give the individual an opportunity to discuss the test results with him or her prior to making a final decision to verify a positive test result.
  9. The MRO shall inform the Personnel Director/Employee/Labor Relations or his/her designee upon verification of a positive test result.
  10. Upon request from the MRO, the laboratory shall provide to the MRO, quantization of positive test results.
  11. The MRO may not disclose quantization of positive test results to the county, but shall report only that the test was positive.
  12. The MRO must be a physician, licensed to practice in any United States, Canadian, or Mexican jurisdiction and must be knowledgeable about DOT MRO guidelines.

**Minimum Requirements:**

The successful vendor will provide the testing site, materials, certified personnel and all other incidentals necessary in providing the requested services. The employees selected for testing will travel from various departments/sites located throughout Fulton County; therefore, all bidders must provide the name, address and contact person of the testing site(s) at which testing will be performed. Additionally, the successful vendor must have available at least one (1) site for each of the Fulton County areas (North, South and downtown/mid-town) for drug and alcohol testing at all times. Drug and alcohol testing must be performed at the same site for each location. ***A listing of the names, addresses and contact person, and a listing of multiple sites for the above areas shall be uploaded as an attachment to the RFQ when entering your on-line bid pricing.*** Failure to provide this information may deem your quote as “non-responsive” and disqualification of your quote.

**(5). Pricing Sheets**

<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit of Issue</b>	<b>Unit price (\$)</b>
1	Body fluid testing, as per the minimum requirements	70	Per Test	
2	Breath alcohol testing, as per the minimum requirements.	30	Per Test	
3	Price per test utilizing the services of a Medical Review Officer	150	Per Test	
4	Post-Accident/After hours Testing	50	Per Test	

Note: Quantities shown are estimates. Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price quoted regardless of actual quantity ordered.

If selected, Fulton County agrees to pay the above quoted amount with no additional fees (i.e. processing fees, billing fees, administrative fees, etc.)

Vendor must provide quote pricing in accordance with the pricing schedule set forth above. Failure to provide the information as requested may deem your quote as 'non-responsive' and disqualification for award.

## 6. Special Conditions/Instructions:

All procedures utilized for testing of alcohol and drugs must be conducted in accordance with the procedures in the Department of Transportation (DOT) Code of Federal Regulations Part 40.

Quantities shown are estimates. Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price quoted regardless of actual quantity ordered.

If selected Fulton County agrees to pay the above quoted amount with no additional fees (i.e. processing fees, billing fees, administrative fees, etc.)

**Delivery:** Time of delivery will be considered in determining the successful vendor. Fulton County requires delivery of negative and positive results within **2 – 3 days**. If the vendor cannot meet this requirement, please provide best delivery of test results below.

Vendor can provide delivery of negative test results within \_\_\_\_days upon receipt of specimen(s).

Vendor can provide delivery of positive test results within \_\_\_\_days upon receipt of specimen(s).

## Billing Instructions:

Upon notification of test results to Fulton County, vendor agrees to provide itemized invoices of all testing activities for each test cycle.

Please mail all invoices to the address listed below:

Fulton County Personnel Department  
Attn: Employee Labor Relations Division  
141 Pryor Street, SW  
Suite 3054  
Atlanta, GA 30303

## Insurance and Risk Management Provisions Drug and Alcohol Screening/Testing Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

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

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

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$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 Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

\*\*CGL - No Exclusion for Sexual Abuse Allegations\*\*

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	\$500,000
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(Including operation of non-owned, owned, and hired automobiles).

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| <b>4. UMBRELLA LIABILITY</b><br>(In excess of above noted coverages) | Each Occurrence     | \$1,000,000             |
| <b>5. PROFESSIONAL LIABILITY (E &amp; O)</b>                         | Per Claim/Aggregate | \$1,000,000/\$2,000,000 |

Professional Liability to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.

General Liability and Professional Liability and Umbrella coverage provided on a Claims-made basis, must be kept in force and uninterrupted for a period of five (5) years beyond policy expiration. If coverage is discontinued for any reason during this five (5) year term, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

#### Certificates of Insurance

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 as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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

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

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

Such certificates and notices must identify the "Certificate Holder" as follows:

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

Certificates must list Project Name (where applicable).

#### Important:

It is understood that **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 to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker’s Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF GEORGIA

COUNTY OF FULTON

FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM 2: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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