



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

E-Verify Affidavit Required

REQUEST FOR E-QUOTE NUMBER:

14CT94864YA

**PROJECT TITLE: Laboratory Equipment Maintenance, Repair and Calibration
for Department of Water Resource**

DUE DATE: 10/10/2014

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

LAST DAY FOR QUESTIONS: 10/08/2014

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

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER Friday, 10/10/2014 AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT 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 FROM 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

FAX NUMBER:
(404) 893 1727

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

Laboratory Equipment Maintenance, Repair and Calibration Department of Water Resources

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified bidders to provide laboratory equipment maintenance, repair and calibration for the Department of Water Resources.

2. CONTACT PERSON

Please contact Carolyn Towns, Procurement Officer me by e-mail 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.

3. TERM OF AGREEMENT

The term of agreement is for 12 months from issuance of purchase order.

4. PRODUCT/SERVICE SPECIFICATIONS

The vendors shall provide maintenance, repair, cleaning, adjustment and calibration of laboratory equipment. This will also include initial inspection of all equipment at the below mentioned locations. The location, quantity, type and model numbers of the equipment for which this contract will apply is as follows:

Location: Big Creek Laboratory (North Lab)
1030 Marietta Highway, Roswell, GA 30075

EQUIPMENT	MODEL #	SERIAL #
pH Meter (Accumet)	XL-15	XL94003982
Autoclave (Thermoscientific)	ST75925	1277090938045
Autoclave (Thermoscientific)	ST75925	1277091141632
Balance (Mettler)	AJ100	L72618
Balance Mettler (Toledo)	PR5002	1116511041
Balance Mettler (Toledo)	AL54	1233510026
Barometer (Control Company)	14-648-51	61790363
Barometer (Control Company)	14-648-51	61790360
BOD Incubator (Fisher)	307	30100011
BOD Incubator (Thermo Electron)	BOD50A16	Vo1s-621416-VS
Conductivity Meter (Control Co.)	15-077-977	91068558558

Conductivity Meter (Fisher)	09-328	221440205
Dissolved Oxygen Meter (YSI)	5100	00k0008
Dissolved Oxygen Meter YSI)	5100	02k0929
COD Reactor (HACH)	45600-00	951000013303
COD Reactor (HACH)	45600-00	930200008627
COD Reactor (HACH)	DRB200	1235480
COD Reactor (HACH)	DRB200	1238254
Oven (precision)	51221149	603061197
Oven (Fisher)	738F	1200035
Muffle Furnace (Barnstead int.)	F62735	1276041025758
Muffle Furnace (Fisher)	126	71000052
Pocket Colorimeter (HACH)	46770-00	970700109023
Pocket Colorimeter (HACH)	46770-00	95000091360
Pocket Colorimeter (HACH)	46770-00	030500034884
Incubator (Thermolyne)	41900	700930250095
pH Meter (Orion)	520A	002161
pH Meter (Orion)	720A	012230
Refrigerator (Roper)	RT14BKRKQ05	VSS3463980
Spectrophotometer (ThermoElectron)	Genesys 10UV	2G6J1290023
Spectrophotometer (ThermoElectron)	Genesys 10UV	2G6j129001
Spectrophotometer (HACH)	DR 5000	1422274
Refrigerator (Isotemp)	13-986-245 GA	2095091144108
Talking Timer (Thomas Scientific)	-	102112964
Talking Timer (Fisher Scientific)	-	61720466
Talking Timer (Thomas Scientific)	-	99168465
Talking Timer (Thomas Scientific)	-	99168468
Talking Timer (Thomas Scientific)	-	99168474
Water Bath (HACH)	26 PC	0500699
Water Bath (precision)	2862	201513-107
Oven (Equatherm)	D1578	10AW-5
Colony Counter (millipore)	750326	540251881
Infrared thermometer	RS232	80103572
Analytical Balance	120A	17439
Versa Star Meter	VSTAR10	V02508

Drinking Water Laboratory (North Lab)
 Location: Big Creek Laboratory
 1030 Marietta Highway, Roswell, GA 30075

EQUIPMENT	MODEL #	SERIAL #
Autoclave – Castle	CAS	208973
Bacterial Colony counter – Fisher	133-8002	540251746
Balance – Ohaus	TP4KD	1816
Colorimeter (CL2-meter) – HACH	46700-00	911200001389
Colorimeter (CL2-meter) – HACH	46700-00	911000001031
Colorimeter (CL2-meter) – HACH	46700-00	960300094265
Colorimeter (CL2-meter) - HACH	46700-00	000800150476
DO-meter YSI	55	95H36606
DO-meter YSI	58	99E0194 AC
DO-meter YSI	58	E9002695
DO-meter YSI	58	C8005521
Fluoride-meter – HACH	46700-05	010200158836
Incubator – Presision	PS314831-4	10AY-1
Refrigerator – Kenmore	95601	990807885
Water bath – Blue Magni Whirl	TW1110A	8463

EQUIPMENT	MODEL #	SERIAL #
Autoclave-ThermoScientific	ST75925	1277090938045
Spectrophotometer – HACH	DR 5000	1422274
Spectrophotometer – HACH	DR 6000	1422275
Expandable ion analyzer	940	6097
Verstar Meter (Ph / ammonia)	VSTAR10	V02508
NAPCO autoclave	9000-D	699050386
Thermolyne Furnace series	1000	62790362215
Culture incubator	Type 37900	379930371966
Analytical balance mettler	AJ100	L72618
Pan balance mettler	BB300	L17378
Blue M water bath incubator	NW-1110A	MS-12076
Quebec Colony Counter	3325	
DO meter – YSI	58	93H08189
Portable pH meter	250A	004160
COD reactor	16500-10	4020
Refrigerator	1785GD14	TXSA388567-UH
Refrigerator	F41LRA14	Z19G-363066-NH
Refrigerator	564-894365	60401648

5. PRICING SHEETS

<i>Item No.</i>	<i>Labor category</i>	<i>Estimated hours/year</i>	<i>Hourly labor rate</i>
1.	Calibration of equipment to include inspection, cleaning, and adjustment upon request as needed.	200	
2.	Hourly labor rate per man hour for all service requests (rate must include service and travel cost) Regular hours: Monday – Friday 8:00 a.m. – 5:00 p.m.	40	
3.	Hourly labor rate per man hour for all service requests (rate must include service and travel cost) After hours of 8:00 a.m. – 5:00 p.m. Monday – Friday (Specify the hours and time covered under this rate)	8	
4.	Hourly labor rate per man hour Holidays – Regular Hours: (rate must include service and travel cost) Monday – Friday 8:00 a.m. – 5:00 p.m.	8	
5.	Hourly labor rate per man hour for all service requests (rate must include service and travel cost) Holidays: After hours of 8:00a.m.–5:00 p.m. Monday – Friday	8	

6. SPECIAL CONDITIONS/INSTRUCTIONS

If any other charges associated with the provision of this service is required by your company, please provide the information by fax, email or letter prior to the due date for questions. Do not include these charges in Pricing Sheet, Section 5.

A) The awarded vendor must be able to comply with the following:

1. Provide all necessary equipment, parts and qualified technicians to perform the requested service.
2. Provide technical assistance by telephone at no additional cost to the County.
3. Provide certificate of calibration, cleaning and repair for each piece of equipment for which service is provided along with the information regarding the National Institute of Standard Technology (NIST) standard used for calibration of each instrument.
4. Provide proof of qualification upon request for each technician responsible for service of type rendered to the County.
5. Vendor has capability of performing cleaning, calibration and / or minor repairs onsite.

6. Warrant all repairs.
7. Vendor's hourly labor rate must include travel and calibration/ repair cost. Hourly labor rate price sheet effective after the initial inspection and calibration service.
8. Provide loaner equipment for repairs not completed within seventy-two (72) hours of initial service request.
9. Respond to normal maintenance requests within thirty-six (36) hours of initial request for service.
10. Respond and be onsite to emergency requests within four (4) hours of initial request for service.

B) Site Visit

Vendors will have the opportunity to attend a non-mandatory site visit on all equipment at each location prior to quote submission.

Prior to submitting a bid, it shall be the responsibility of the Bidder(s) to visit the job site and inspect each piece of the site that is in the document to establish condition and any other conditions affecting the work to be performed under the scope of this project. Dated and time and location is listed below.

Location: Drinking Water Laboratory (North Lab)
Big Creek Laboratory
1030 Marietta Highway,
Roswell, GA 30075
Dated: 10/07/2014
Time: 2:30p.m. – 3:00p.m.

C) Accreditations / Certifications

Be ISO9000, A2LA accredited or have equivalent certifications. Proof of accreditations or certifications must be provided as an attachment with quote responses.

D) Invoices

Each invoice must contain the following information:

1. Purchase order number
2. Department name, location and contact person for who service was performed.
3. Date of service was performed and photocopy of signed receipt.

E) Warranty Requirements

Specify warranty period as an attachment with quote responses.

F) Other Conditions

Invoices must match quote prices sheet format.

Vendors will only be paid for items listed on the quote pricing sheet (See Section 5, Pricing Sheet)

7. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Laboratory Equipment Maintenance, Repair and Calibration Service

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.

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

Combined Single Limits (Symbol 1) (Property Damage and Bodily Injury)	Any One Accident	-	\$1,000,000
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4. UMBRELLA LIABILITY Each Occurrence - \$1,000,000

(In excess of Auto, General Liability and Employers Liability)

5. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
 *Completed Operations – Statute of Repose for state of GA

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 Professional Liability), using ISO Additional Insured Endorsement form CG 2010, its' equivalent or on a blanket basis.

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

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

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

Such certificates and notices 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 to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all 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 arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from 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.

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: _____

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 is 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. Failure to provide this information may deem your quote as “non-responsive” and disqualification of your quote.

**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 program²,² 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: _____

STATE OF GEORGIA

10.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].

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 services³ 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*,⁴ 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].