



# Department of Purchasing & Contract Compliance

Cecil S. Moore, Director

<b>REQUEST FOR QUOTE NUMBER: 11VR80166A</b> WILL BE RECEIVED UNTIL: Friday, August 26, 2011 @ 2:00 p.m.		
<b>DESCRIPTION:</b> Tree Watering at Wolf Creek Amphitheater		
Quotes must be submitted electronically using our on-line Vendor Self Service system at <a href="http://www.fultonvendoreselfservice.co.fulton.ga.us">www.fultonvendoreselfservice.co.fulton.ga.us</a> . You must be a registered vendor in order to respond to quotes.		
ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED <u>ONLY</u> TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO A WRD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.		
<b>CONTACT NAME:</b> Vearnetta Rivers	<b>E-Mail Address :</b> vearnettal.rivers@fultoncountyga.gov	<b>Telephone Number:</b> (404) 612-4216
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.		
<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Telephone Number:</b>	<b>Fax Number:</b>	<b>E-Mail Address:</b>
<b>RESPONSES MUST BE SUBMITTED ON-LINE AT <a href="http://www.fultonvendoreselfservice.co.fulton.ga.us">www.fultonvendoreselfservice.co.fulton.ga.us</a> BY THE TIME AND DATE INDICATED.</b>		
<b>Person submitting QUOTE: (Please Print)</b>		<b>Date</b>
<b>Title</b>		
<b>*Signature of the person submitting QUOTE:</b>		
*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**  
**Quote Number: 11VR80166A**  
**Opening Date: Friday, August 26, 2011 @ 2:00 p.m.**

Tree Watering at Wolf Creek Amphitheater  
Public Works Department

**1. DESCRIPTION**

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide tree watering services at Wolf Creek Amphitheater from date of award through December 31, 2011.

**2. CONTACT PERSON**

Please contact Vearnetta Rivers at (404) 612-4216 or by e-mail [vearnetta.rivers@fultoncountyga.gov](mailto:vearnetta.rivers@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. 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.fultonvendorelfservice.co.fulton.ga.us](http://www.fultonvendorelfservice.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 online and in real time on this website.

**3. PRODUCT/SERVICE SPECIFICATIONS**

The successful vendor must have the appropriate equipment, experienced staff and water truck(s) that can move around the entire site. All water shall be provided by the successful vendor. Water cannot be acquired from any hydrants inside the Wolf Creek Amphitheater site.

The successful vendor shall provide watering of all tagged trees, two (2) landscaped entrances including shrubs and the detention pond planting strip at the Wolf Creek Amphitheater. A tree watering event consists of watering each designated tree once a week for 6 minutes per tree within The Wolf Creek Amphitheater location.

**Service Location:** The Wolf Creek Amphitheater, located at 3025 Merk Road, College Park, Georgia 30349, is approximately four miles southwest of the intersection of Campbellton Road and I-285 off Merk road in College Park. The Wolf Creek Amphitheater site has approximately 800 trees planted in the following areas: Merk Road and Enon Road entrances, medians throughout the site, surrounding the Public Safety Buildings, plaza, and the detention pond planting strip.

**4. PRICING SHEETS**

1. Watering Event- one per week (Monday-Friday)  
Price per week \$\_\_\_\_\_

**5. SPECIAL CONDITIONS/INSTRUCTIONS**

- Watering shall not to occur immediately after a rain fall event of 1”; but must occur two days after the 1” rainfall event.

**6. INSURANCE & RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions  
General (NOC)**

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 Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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	\$1,000,000.
Employer’s Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

**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

\*\*To include Designated Per Project/Location Endorsement #CG2503/CG2504\*\*

Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles)

4. **UMBRELLA LIABILITY**

(In excess of Auto, GL and Employers Liability) Each Occurrence - \$2,000,000

5. **FIDELITY BOND and CRIME**

(Employee Dishonesty - Theft) Each Occurrence - \$100,000

\*\*Above to include 3<sup>rd</sup> Party Coverage\*\*

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) 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 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 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 Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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 should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

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

It is understood that Insurance in no way Limits the Liability of the Contractor/Vendor.

#### USE OF PREMISES

Contractor 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 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 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 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

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's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/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.

***If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.***

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

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: \_\_\_\_\_