



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER:

14DW92857C

PROJECT TITLE: Interior Plant Maintenance Services

DEPARTMENT: Facilities & Transportation Services Department

SITE VISIT: Monday, April 14, 2014, Location: Atrium 140 Pryor St.
Atlanta, GA 30303; Time: 10:00 thru 11:30 AM

DUE DATE: April 17, 2014

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

LAST DAY FOR QUESTIONS: April 14, 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 *April 17, 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 FORM THE CONTRACTOR ATTESTING THE AFFIANT HAS REGISTERED WITH, IS AUTHORIZED TO USE, AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM.

CONTACT NAME:
DIANN WASHINGTON

E-MAIL ADDRESS:
diann.washington@fultoncountyga.gov

FAX NUMBER:
404-893-1747

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

REQUEST FOR QUOTE GENERAL TERMS AND CONDITIONS

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

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
3. **STATE OF GEORGIA IMMIGRATION REQUIREMENT.** Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The County cannot enter into a contract for the physical performance of services unless the contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify.

Before a bid for any such services is considered by the County, the bid shall include a signed, notarized affidavit from the contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.
4. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
5. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
6. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
7. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
8. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
9. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
10. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
11. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

12. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
13. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
14. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
15. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
16. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
17. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
18. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
19. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
20. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
21. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
22. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be

simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

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

REQUEST FOR E-QUOTE SPECIFICATIONS
Quote #14DW92857C
Closing Date: April 17, 2014
Interior Plant Maintenance Services
Facilities & Transportation Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified quoters to provide Interior Plant Maintenance Service for the Facilities and Transportation Department.

**SITE VISIT: Monday, April 14, 2014, Location: Atrium 140 Pryor St.
Atlanta, GA 30303; Time: 10:00 thru 11:30 AM**

2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer by e-mail diann.wathington@fultoncountyga.gov or Fax (404) 893-1747 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

Award is for twelve (12) consecutive months.

4. PRODUCT/SERVICE SPECIFICATIONS

A site visit is scheduled for Monday, April 14, 2014 at 10:00 AM. to assess the initial condition and quantity of plantings.

INITIAL REPLACEMENTS

The awarded vendor will be taken on an initial walk-through and any and all plants found to be unacceptable shall be removed from the site and replaced following the notification of and approval by the Contract Administrator.

Plants that are replaced shall be of the same kind and size as originally installed or an approved change by the Contract Administrator. The plant shall be inspected, sealed, furnished, planted, watered and mulched.

If plants are replaced, the vendor shall be responsible for replacing any structure or portion thereof damaged or removed.

Where initial replacements are not deemed necessary, any unacceptable or dead plant shall be removed.

MAINTENANCE

Weekly maintenance shall include:

- Cleaning of plant foliage

- Removal of damaged foliage
- Hand watering of plants
- Control of insects and diseases
- Pruning and other horticultural operations for proper growth and appearance of plant materials and beds
- Fertilizing
- Mulching, if required

Maintenance crew shall visit the site and submit a work sheet to Contract Administrator stating work performed during the visit. Such worksheet shall state condition of plantings and replacement plants installed and/or required as part of this service contract. Worksheet needs to contain information on any pesticides applied, how much, on what and by whom.

The vendor shall guarantee that plants shall be in a vigorous and thriving condition. Should any plants appear to be in poor health or lack normal growth habit, remove them at once and replace in a manner as herein specified. Replacement material shall be of same quality, height and caliber as originally specified.

Artificial plantings shall be cleaned quarterly. Cost shall be included in this quote.

REPLACEMENTS DURING THE CONTRACT

It is the intent of this contract to maintain the plants in healthy conditions. However if, during the contract, any of the plants are dying or unhealthy and if it is determined that this state was due to the neglect of the awarded vendor, such plants must be replaced by the vendor free of charge to Fulton County. If a plant needs replacing due to circumstances beyond the control of the vendor, in spite of the best care possible, the plants must be replaced if so recommended by the contract administrator. The cost of such replacements will be reimbursed by the County based on mutually agreed prices.

5. PRICING SHEETS

<u>Facility Groups & Location</u>	<u>Initial Cost</u>	<u>Monthly Maintenance Cost</u>
Group A: GOVERNMENT CENTER 141 Pryor St. SW, Atlanta, GA 30303 Atrium Pryor Street level, Balconies on Peachtree level Atrium Peachtree Level	(1) \$ _____	(2) \$ _____
Group B: JUSTICE CENTER COMPLEX 160 Pryor St. SW, Atlanta, GA 30303 Justice Center Atrium, 7th Floor, 7th Floor Family Law Center, 7th Floor Law Library Center, 4th Floor, T4903, T4904, T4905	(3) \$ _____	(4) \$ _____
Group C: Lewis R. Slaton Courthouse (FCC) 136 Pryor St. SW, Atlanta, GA 30303 6th Floor & 6th Floor Conference Room	(5) \$ _____	(6) \$ _____
Group D: MEDICAL EXAMINER'S FACILITY 430 Pryor St. SW, Atlanta, GA 30303 Main Entrance Lobby & Office Area Lobby, 2nd Floor Lobby, Deputy Director's Office, Investigation Office & Break room	(7) \$ _____	(8) \$ _____

Group E: CENTRAL LIBRARY Margaret Mitchell Square, Atlanta, GA 30303 Basement Level Lobby (Children's Area), 1st Floor Main Entrance / Planter Boxes / Front Desk, 2nd Floor Window Areas 3rd Floor Library, Fourth Floor Lobby & Office Areas, 6TH Floor Conference Room / Board Room / Director's Office & 7th Floor	(9) \$ _____	(10) \$ _____
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6. SPECIAL CONDITIONS/INSTRUCTIONS

EQUIPMENT

- Vendor shall provide all equipment necessary to maintain the interior plantings including sprayers, prunes, ladders, and all other materials and supplies as needed.
- The vendor shall also provide a lift that will reach high enough to access the tops of the tallest trees and plants inside the Government Center Atrium.

Note: The lift must fit through the entrance doors at the Government Center Complex, 141 Pryor Street entrance. (Review)

- All chemical supplies will be approved by the EPA, State, and local authorities for use in the interiors of public buildings.

PARKING

- There is no guaranteed parking available directly at the Fulton County Government or Justice Centers; however, there are several parking garages across the street from both of these facilities.
- Fulton County is not responsible for providing parking for the vendor.
- The vendor shall consider parking costs when submitting their quote.

MANAGEMENT INSPECTION

- In addition to the weekly visits by the service technician, a service manager will inspect the interior plants in the Fulton County facilities listed in the pricing sheets on a monthly basis, or more often if needed.
- The Service Manager will complete a monthly account evaluation. A copy will be provided to the Contract Administrator.
- Any corrective action will be scheduled and completed promptly by the vendor.

WORKING HOURS

- Normal working hours will be from 7:00 a.m. through 6:00 p.m. Monday thru Friday excluding Fulton County Holidays, which are New Year's Day, Martin Luther King, Jr's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day.
- The vendor may gain access to the facilities prior to 7:00 a.m. and after 6:00 p.m. for special projects, such as pruning or the application of pesticides.
- However, the Contract Administrator must be given 48 hours advance notice in order to follow security protocols in making such arrangements.

VENDOR QUALIFICATIONS

- The vendor must have a minimum of three (3) consecutive years' experience doing this exact type of work.
- Awarded vendor must obtain any and all required licenses or permits at no expense to the County; (Georgia Department of Agriculture Commercial Applicators License for pesticide application, Georgia Department of Agriculture Pesticide Contractors License, and vendor's business license).

INVOICING

- Invoices shall be sent to the address below to expedite payments:

**Facilities and Transportation Department
 Attn: Angela Dickerson
 141 Pryor Street, Suite G-119
 Atlanta, GA 30303**

REFERENCES

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

REQUIRED SUBMITTALS

The awarded vendor is required to submit:

- A. A work sheet with **initial** plant replacements and removals should be attached to the quote stating specific recommendations. The worksheet shall state the condition of existing plantings and replacement plants to be installed as part of this service contract. It is Fulton County's desire to replace plantings only in the most visible areas of each facility.
- B. Material Safety Data Sheets (MSDS) for all pesticides that the vendor applies.
- C. Information listed below related to experience and ability to perform this service.

List all projects in which vendor has designed and maintained drip irrigation systems.

Project _____ Location _____

Designed by _____

Is project currently maintained by your company? _____

Owner/Contact Person _____ Phone #: _____

By submission of this quote, it is understood by the vendor that this contract is for the complete maintenance and guaranteed replacement of all plantings within the Fulton County Government Center Complex, Justice Center Complex, Medical Examiners Facility, and Central Library Facility.

AUTHORIZATION TO PLACE CALLS

The following is a list of personnel authorized to place calls against this contract. Failure to receive proper authorization prior to providing the service and/or parts can be grounds for nonpayment of the invoice.

Name	Telephone #
Angela Dickerson	404-612-8827
Vijay Nair	404-612-6586

INVENTORY

Location of Vendor's Facility:

Parts / Supplies	Service (if separate)
_____	_____
_____	_____
_____	_____

MATERIAL SAFETY DATA SHEETS (MSDS)

- Vendors shall submit with quote, material safety data sheet, specifying any chemicals that may be used under the contract.
- The MSDS sheets must identify the chemical, common name of the ingredients, the physical and chemical characteristics, the hazards of the chemical and the emergency and first aid procedures to be considered when working with that chemical.

EXCLUSIONS FROM CONTRACTOR'S PLANT REPLACEMENT GUARANTEE

- During the maintenance and period of guarantee, damage to plantings not caused by the vendor shall be excluded from the guarantee. Where evidence of such damage exists, vendor must advise Contract Administrator in writing, stating nature and location of the damage.

The Contract Administrator, upon receipt of such notice, may order the vendor to correct the damage at Fulton County Government's expense, or exclude the damaged work from the guarantee provisions and correct the damage by an arrangement deemed by the Contract Administrator in his/her best interest.

- In the event of any of the below listed situations, the Contract Administrator shall release the vendor from his/her plant replacement guarantee as specified in the paragraph above, and resulting plant replacement(s) shall be made at an additional cost to Fulton County Government:
 1. The occurrence of significant changes in plants or locations(s) without the vendor's prior consent; or
 2. The occurrence of vandalism or theft; or

3. The prolonged absence of light or malfunction of the HVAC systems; or
4. The prolonged absence of hot or cold running water at the project premises; or
5. The occurrence of temperature or humidity extremes; or
6. Lack of access to project premises; or
7. Accidental or malicious damage by employees, cleaning crews, or other personnel to either plants or containers; or
8. Lowering of light levels below those which were originally specified as a basis for plant specification, or below those existing at the time of initial quotation for the maintenance contract; or
9. Introductions of any liquids into the plant soil such as cleaning chemicals, alcohol or surgery fluids, or the use of toxic gasses such as strong ammonia from floor cleaning and stripping; or
10. The occurrence of the other situations or acts of God which are detrimental to plant survival and beyond the control of the vendor.

INSPECTION AND ACCEPTANCE

- All work (which term includes but is not restricted to materials, workmanship) shall be subject to inspection by Fulton County at any reasonable time and place prior to acceptance.
- Any such inspection is for the sole benefit of Fulton County and shall not relieve the contractor of the responsibility of providing quality control measures to assure the work strictly complies with the contract requirements.
- No inspection by Fulton County shall be construed as constituting or implying acceptance.
- Inspection shall not relieve the contractor of responsibility for damage to or loss of property, material, etc., prior to final acceptance of services completed.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

Interior Plant Maintenance 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. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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	\$100,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$100,000.

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	Each Occurrence	-	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY**
(In excess of Auto GL and Employers Liability) Each Occurrence - \$500,000
5. **CONTRACTORS POLLUTION LIABILITY** Each Occurrence - \$500,000

Certificates:

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

The 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), its equivalent or on a blanket basis. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to Fulton County.

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

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

Such certificates and notices shall be sent to:

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

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
For Services or Labor to be performed
E-Verify Affidavit

Instructions:

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

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

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

STATE OF GEORGIA**COUNTY OF FULTON****GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

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

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