



FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR QUOTE NUMBER: 08RH59515A

WILL BE RECEIVED UNTIL 2:00PM EST, WEDNESDAY JANUARY 16, 2008

DESCRIPTION: INTERIOR PLANT MAINTENANCE SERVICE, GENERAL SERVICES DEPARTMENT -FY2008

For quicker respond on-line at www.fultonvendoreselfservice.com

Or via Fax at (404) 893-1728

Senior Buyer: Rodney Herne

Fulton County Purchasing & Contract Compliance Department

Public Safety Building, Suite 1168

130 Peachtree Street, S.W.

Atlanta, Georgia 30303

(404) 730-5800

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY 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 AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:
RODNEY HERNE, SENIOR BUYER

E-Mail Address :
rodney.herne@fultoncountyga.gov

Telephone Number:
(404) 730-4216

All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also 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.

Company Name:

Company Address:

City

State

Zip Code

Telephone Number:

Fax Number:

E-Mail Address:

RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

Person submitting QUOTE: (Please Print)

Date

Title

*Signature of the person submitting QUOTE:

*This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, 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.

NO BID:

REASON: _____

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions. The signed form must be submitted with your bid. Failure to do so may result in your bid being found non-responsive.

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 Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses may be submitted for quotes on the Vendor Self Service system at www.fultonvendorselfservice.co.ga.us, fax, or in person. Responses must be delivered to the Purchasing Office by the date indicated on the Request for Quote cover sheet. Quotes will be received until 2:00 p.m. on the date indicated. Quotes should be submitted on the forms provided by the County. Quotes must be signed by an authorized employee, if submitting a hardcopy.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NO BID.** Persons desiring not to submit a quote should return the acknowledgement marking it "No-Bid", not later than the stated submittal deadline.
5. **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.
6. **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.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for 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.
8. **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.
9. **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.

10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the 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 outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.
11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.

20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.

COMPANY: _____ **SIGNATURE:** _____

NAME: _____ **TITLE:** _____ **DATE:** _____

THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 08RH59515A
Opening Date: January 16, 2008

Interior Plant Maintenance
General Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Interior Plant Maintenance Service for the General Services Department.

2. CONTACT PERSON

Please contact Rodney Herne, Senior Buyer at (404) 730-4216 or by e-mail rodney.herne@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.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 online and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS**Scope of Work****MAINTENANCE**

Weekly maintenance shall include cleaning of plant foliage, removal of damaged foliage, control of insects and diseases, pruning and other horticultural operations for proper growth and appearance of plant materials and beds, including fertilizing and mulching, if required.

Maintenance crew shall visit the site and submit a work sheet to owner 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, any pesticides applied, how much, on what and by whom.

The Contractor 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.

Refer to "schedule of existing plants and quote pricing" section for a comprehensive listing regarding quantity, location and specifications.

The Contractor shall be responsible for the maintenance and regular inspection of the irrigation system and timers, located in the government Center complex. This shall include adjustment of spray heads and nozzles for proper irrigation of plant material.

REPLACEMENTS

Any plants found to be unacceptable shall be removed from the site and replaced following the notification of and approval by the Owner.

Plant replacements shall be of the same kind and size as originally installed. All plant replacements shall be inspected, sealed, furnished, planted and mulched.

Where plants are replaced, the Contractor shall be responsible for replacing any pavement or other structure damaged or removed.

4. PRICING SHEETS

SCHEDULE OF EXISTING PLANTS AND QUOTE PRICING

Vendor is to fill in "Unit Cost" (which is the cost to maintain the plants for a period of one month) for each item below.

Group A: GOVERNMENT CENTER - 141 Pryor Street, SW

1. Croton codideum 'Revoluta', 2' ht, furnished in 8" pots, (one each planter)
Location: ENTRANCE LEFT BY COLUMNS, ATRIUM PRYOR LEVEL Qty: 3
Unit Cost: \$_____ Maintenance for one month for 1 plant
2. Marble Queen Pothos, Epipremnium aureus, 6" pots (seven each planter)
Location: ENTRANCE LEFT BY COLUMNS, ATRIUM PRYOR LEVEL Qty: 21
Unit Cost: \$_____ Maintenance for one month for 1 plant
3. Black Olive, Bucida buceras, 25' ht.
Location: SUNKEN LEVEL SOUTHSIDE ATRIUM PRYOR LEVEL
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant

4. Black Olive, Bucida buceras, 20' ht.
Location: SUNKEN LEVEL SOUTHSIDE ATRIUM PRYOR LEVEL
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
5. Croton codideum 'Variegatum', 4' ht., direct mass planted "60 sq feet"
Location: SUNKEN LEVEL SOUTHSIDE ATRIUM PRYOR LEVEL
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
6. Asparagus Fern, direct mass planted "1 sq feet"
Location: SUNKEN LEVEL SOUTHSIDE ATRIUM PRYOR LEVEL
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
7. Kangaroo Ivy, Cissus antarctica, direct mass planted, "35 sq feet"
Location: SUNKEN LEVEL SOUTHSIDE ATRIUM PRYOR LEVEL
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
8. Aglaonema commutatum 'Silver Queen', direct mass planted
Location: SUNKEN LEVEL SOUTHSIDE, ATRIUM PRYOR LEVEL
Qty: 12
Unit Cost: \$_____ Maintenance for one month for 1 plant
9. Bird of Paradise plants, furnished in 17" pots
Location: PRYOR STREET LEVEL OF THE ATRIUM
Qty: 2
Unit Cost: \$_____ Maintenance for one month for 1 plant
10. Bambusa phyllostachys 'Nigra Henonis', Bamboo, 30' ht, furnished in 36" pots
Location: PRYOR STREET LEVEL OF ATRIUM
Qty: 3
Unit Cost: \$_____ Maintenance for one month for 1 plant
11. Shefflera arboricola 'Variegata'; furnish in 10" pots
Location: METAL STAIRCASE, PRYOR STREET LEVEL OF ATRIUM Qty: 15
Unit Cost: \$_____ Maintenance for one month for 1 plant
12. English Ivy, Hedera helix, direct mass planted
Location: METAL STAIRCASE, PRYOR STREET LEVEL OF ATRIUM Qty: 1
Unit Cost \$_____ Maintenance for one month for (1) plant
13. Dracena, 2" – 3" ht, in raised container
Location: BEHIND METAL STAIRCASE, PRYOR STREET LEVEL OF ATRIUM
Qty: 3

Unit Cost: \$_____ Maintenance for one month for 1 plant

14. Pothos, direct planted in raised container
Location: BEHIND METAL STAIRCASE, PRYOR STREET LEVEL OF ATRIUM
Qty: 3
Unit Cost: \$_____ Maintenance for one month for 1 plant
15. Aglaonema commutatum 'Silver Queen', 1-1 1/2' ht, furnished in 10" pots
Location: NEAR WATERFALL, PRYOR STREET LEVEL ATRIUM
Qty: 12
Unit Cost: \$_____ Maintenance for one month for 1 plant
16. Lady Palm, Raphis excelsa, 8'-12' ht., direct mass planted, "88 sq feet"
Location: NEAR WATERFALL, PRYOR STREET LEVEL ATRIUM
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
17. Chinese Fan Palm, Stonia chinensis, 6'-7' ht., furnished in 17" pots
Location: NEAR WATERFALL, PRYOR STREET LEVEL ATRIUM
Qty: 3
Unit Cost: \$_____ Maintenance for one month for 1 plant
18. Kangaroo Ivy, Cissus antarctica, direct mass planted, "20 sq feet"
Location: NEAR WATERFALL, PRYOR STREET LEVEL ATRIUM
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
19. Boston Fern, Nephrolepis exalta, 2' ht., direct mass planted
Location: WATERFALL, PRYOR STREET LEVEL ATRIUM
Qty: 12
Unit Cost: \$_____ Maintenance for one month for 1 plant
20. Queen Sago, Cycas circinalis, 6-7' ht, direct planted
Location: NEAR WATERFALL, PRYOR STREET LEVEL ATRIUM
Qty: 2
Unit Cost: \$_____ Maintenance for one month for 1 plant
21. Spathiphyllum 'Mauna Loa Supreme', furnished in 10" pots, direct planted
Location: PRYOR STREET LEVEL ATRIUM
Qty: 7
Unit Cost: \$_____ Maintenance for one month for 1 plant
22. Mother-in-law's Tongue, Sansiviera, furnished in 10" pots, directly planted
Location: PRYOR STREET LEVEL ATRIUM
Qty: 9
Unit Cost: \$_____ Maintenance for one month for 1 plant
23. Phoenix roebellini, furnished in 10" pots, directly planted

- Location: PRYOR STREET LEVEL ATRIUM
Qty: 13
Unit Cost: \$_____ Maintenance for one month for 1 plant
24. Spathiphyllum, furnished in 8" pots, directly planted
Location: PRYOR STREET LEVEL ATRIUM
Qty: 15
Unit Cost: \$_____ Maintenance for one month for 1 plant
25. Croton codideum 'Revoluta', furnished in 10" pots directly planted
Location: PRYOR STREET LEVEL ATRIUM
Qty: 15
Unit Cost: \$_____ Maintenance for one month for 1 plant
26. Shelfflera arboricola, furnished in 10" pots directly planted
Location: PRYOR STREET LEVEL ATRIUM
Qty: 30
Unit Cost: \$_____ Maintenance for one month for 1 plant
27. Split leave philodendron directly planted
Location: PRYOR STREET LEVEL ATRIUM
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
28. Marble Queen Pothos, Epipremnium aureus 'Marble Queen', furnished in 6" pots
Location: STAIRS, BEHIND GUARD DESK, PRYOR STREET LEVEL ATRIUM
Qty: 50
Unit Cost: \$_____ Maintenance for one month for 1 plant
29. Croton codideum 'Revoluta', 2' ht, furnished in 10" pots directly planted
Location: STAIRS, BEHIND GUARD DESK, PRYOR STREET LEVEL ATRIUM
Qty: 4
Unit Cost: \$_____ Maintenance for one month for 1 plant
30. Golden Pothos Cafeteria Planters
Location: PEACHTREE LEVEL ATRIUM GOVERNMENT CENTER SEATING AREA
Qty: 108
Unit Cost: \$_____ Maintenance for one month for 1 plant
31. N/A – item deleted in RQN
32. N/A – Item deleted in RQN
33. Philodendron cordatum, mass planted
Location: BALCONY PLANTERS, ALL SIDES OF PEACHTREE STREET LEVEL ATRIUM
Qty: 350
Unit Cost: \$_____ Maintenance for one month for 1 plant

34. Ficus beniamina, container planted, furnished in 22" pots
 Location: ATRIUM PEACHTREE STREET LEVEL, FACING PRYOR STREET
 Qty: 4
 Unit Cost: \$_____ Maintenance for one month for 1 plant
35. Silver Queen, furnished in 10" gloss decorative containers.
 Location: ON TOP OF MULCH ON PEACHTREE LEVEL, ON METAL STAIRWELL
 Qty: 9
 Unit Cost: \$_____ Maintenance for one month for 1 plant
36. 14" Areca Palm, furnished in 16" black container
 Location: PEACHTREE LEVEL ATRIUM, IN BRIDGE TO JUSTICE CENTER
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
37. 12" Majesty Palm, furnished in 16" black container
 Location: GOVERNMENT CENTER, 4TH FLOOR, BRIDGE NEAR COUNTY ATTORNEYS OFFICE
 Qty: 8
 Unit Cost: \$_____ Maintenance for one month for 1 plant

Group B: JUSTICE CENTER COMPLEX- 161 Pryor Street, Atlanta GA 30303

38. Ficus beniamina, 12-15' ht., furnished in 22" pots
 Location: JUSTICE CENTER ATRIUM
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant
39. Lady Palm, Raphis excelsa, furnished in 14" pots
 Location: JUSTICE CENTER ATRIUM
 Qty: 3
 Unit Cost: \$_____ Maintenance for one month for 1 plant
40. Dracena 'Warneckii', furnished in 10" pots
 Location: JUSTICE CENTER ATRIUM
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant
41. Mother-in-Law's Tongue, Sansiviera, furnished in 10" pots
 Location: JUSTICE CENTER ATRIUM
 Qty: 3
 Unit Cost: \$_____ Maintenance for one month for 1 plant
42. Dracaena marginata, furnished in 17" pots

Location: JUSTICE CENTER ATRIUM

Qty; 2

Unit Cost: \$_____ Maintenance for one month for 1 plant

43. Rubber Tree, 3' ht, furnished in 10" pots

Location: JUSTICE CENTER ATRIUM

Qty: 3

Unit Cost: \$_____ Maintenance for one month for 1 plant

44. Marble Queen Pothos, epipremnium aureus, furnished in 6" pots

Location: JUSTICE CENTER ATRIUM

Qty: 15

Unit Cost: \$_____ Maintenance for one month for 1 plant

45. Bromeliad, furnished in 6" pots for color- rotation every 8 weeks

Location: JUSTICE CENTER ATRIUM

Qty: 9

Unit Cost: \$_____ Maintenance for one month for 1 plant

46. Aglaonema 'Cecille', furnished in 10" pot

Location: FAMILY LAW CENTER, 7TH FLOOR, JUSTICE CENTER COMPLEX

Qty: 1

Unit Cost: \$_____ Maintenance for one month for 1 plant

47. Pothos, furnished in 6" pot

Location: FAMILY LAW CENTER, 7TH FLOOR, JUSTICE CENTER COMPLEX

Qty: 1

Unit Cost: \$_____ Maintenance for one month for 1 plant

48. Shefferia, furnished in 10" pot

Location: FAMILY LAW CENTER, 7TH FLOOR, JUSTICE CENTER COMPLEX

Qty: 1

Unit Cost: \$_____ Maintenance for one month for 1 plant

49. Jade Pothos, Epipremnium 'Jade', furnished in 6" pots (on & behind front desk)

Location: LAW LIBRARY, 7th FLOOR TOWER, JUSTICE CENTER COMPLEX

Qty: 6

Unit Cost: \$_____ Maintenance for one month for 1 plant

50. Dracena, furnished in 12" pots

Location: LAW LIBRARY CENTER, 7th FLOOR TOWER, JUSTICE CENTER COMPLEX

Qty: 2

Unit Cost: \$_____ Maintenance for one month for 1 plant

51. Ficus benjamina, furnished in 12" pots
 Location: LAW LIBRARY, 7th FLOOR TOWER, JUSTICE CENTER COMPLEX
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant
52. Ficus benjamina, furnished in a 12" pot (office)
 Location: JUDGE MOORE'S OFFICE, 4th FLOOR TOWER, JUSTICE CENTER COMPLEX
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
53. Aglaonema 'Emerald Beauty', furnished in 10" pot (office)
 Location: JUDGE MOORE'S OFFICE, 4th FLOOR TOWER, JUSTICE CENTER COMPLEX
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
54. Mass Cane, Dracaena massangeana, 6-8' ht. furnished in 14" pots (lobby)
 Location: JUDGE MOORE'S OFFICE, 4th FLOOR TOWER, JUSTICE CENTER COMPLEX
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
55. Jade Pothos, Epipremnium 'Jade', furnished in 6" pot (lobby)
 Location: JUDGE MOORE'S OFFICE, 4th FLOOR TOWER, JUSTICE CENTER COMPLEX
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
56. Spathiphyllum wallisii, furnished in 8" pot (reception)
 Location: JUDGE MOORE'S OFFICE, 4th FLOOR TOWER, JUSTICE CENTER COMPLEX Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant
57. Mother-in-law, Tongue sansevieria, furnished in 12" pots
 Location: JUSTICE CENTER COMPLEX, CAFETERIA, 2ND FLOOR
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant

58. Mass Cane, Dracaena massangeana, furnished in 14" pots
 Location: JUSTICE CENTER COMPLEX, CONFERENCE RM.C633, 6th FLOOR
 COURTHOUSE
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant
59. Marble Queen Pothos, furnished in 8" pot
 Location: JUSTICE CENTER COMPLEX, CONFERENCE RM. C633, 6th FLOOR
 COURTHOUSE
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
60. Spathiphyllum, furnished in 14" pot
 Location: JUSTICE CENTER COMPLEX, CONFERENCE RM, C633, 6th FLOOR
 COURTHOUSE
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
61. Lipstick Plant, furnished in 8" pots
 Location: JUSTICE CENTER COMPLEX, CONFERENCE RM., C633, 6th FLOOR
 COURTHOUSE Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant

Group C: MEDICAL EXAMINER'S FACILITY – 430 Pryor Street, SW,

Atlanta, 30303

62. Aglaonema commutatum 'Silver Queen', furnished in 10" pot
 Location: MEDICAL EXAMINER'S, MAIN ENTRANCE LOBBY
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
63. Shefflera arboricola, furnished in 10" pots
 Location: MEDICAL EXAMINER'S, MAIN ENTRANCE LOBBY
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant

64. Rubber Plant, furnished in 12" pots
Location: MEDICAL EXAMINER'S, MAIN ENTRANCE LOBBY
Qty: 2
Unit Cost: \$_____ Maintenance for one month for 1 plant
65. Epipremnium aureus, Pothos, furnished in 6" pots
Location: MEDICAL EXAMINER'S, MAIN ENTRANCE LOBBY
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
66. Dracaena massangeana, Mass Cane, furnished in 14" pot
Location: MEDICAL EXAMINER'S, MAIN ENTRANCE LOBBY
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
67. Dracaena massangeana, Mass Cane, furnished in 14" pot
Location: MEDICAL EXAMINER'S, OFFICE AREA LOBBY
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
68. Planters #1 & #3: Epipremnium aureus, Pothos, furnished in 6" pots; Dracaena 'Janet Craig', furnished in 8" pot
Location: MEDICAL EXAMINER'S, OFFICE AREA LOBBY
Unit Cost each planter: \$_____/MO
69. Planter #2: Bromelaid 'Guzmania' furnished in 6" pots, for 6-week color rotation
Location: MEDICAL EXAMINER'S, OFFICE AREA LOBBY
Unit Cost each planter: \$_____/MO
70. Aglaonema commutatum 'Emerald Beauty', furnished in 10" pot
Location: MEDICAL EXAMINER'S, BACK AREA ON 1ST FLOOR
Qty: 1
Unit Cost: \$_____ Maintenance for one month for 1 plant
71. Lipstick plants, furnished in 8" black decorative containers
Location: MEDICAL EXAMINER'S, 2ND FLOOR
Qty: 3
Unit Cost: \$_____ Maintenance for one month for 1 plant
72. Shefflera arboricola, 'Variegata', furnished in 14" black decorative container

Location: MEDICAL EXAMINER'S, CONFERENCE ROOM, 2ND FLOOR
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant

73. Ficus alii, furnished in 14" black decorative container
 Location: MEDICAL EXAMINER'S, 2ND FLOOR CLASSROOM
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
74. Parlor Palms, furnished in 10" burgundy decorative containers
 Location: MEDICAL EXAMINER'S, 2ND FLOOR, ALONG RAILING
 Qty: 3
 Unit Cost: \$_____ Maintenance for one month for 1 plant
75. Guzmania Bromelaid, furnished in 6" pot, and on a 6 weeks rotation, placed in burgundy decorative containers
 Location: MEDICAL EXAMINER'S, 2ND FLOOR, OFFICE
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant

Group D: CENTRAL LIBRARY – Margaret Mitchell Square,

Atlanta, GA 30303

76. Shefferla', furnished in 10" pot
 Location: CENTRAL LIBRARY, FIRST FLOOR, MAIN ENTRANCE
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
77. Ficus benjamina, furnished in 17" pots
 Location: CENTRAL LIBRARY, FIRST FLOOR, MAIN ENTRANCE
 Qty: 4
 Unit Cost: \$_____ Maintenance for one month for 1 plant
78. Shefflera Arboricola, furnished in 10" pot
 Location: CENTRAL LIBRARY, FIRST FLOOR, MAIN ENTRANCE, ON DESK
 Qty: 1
 Unit Cost: \$_____/Maintenance for one month for 1 plant
79. Reflexa, furnished in 16" pots
 Location: CENTRAL LIBRARY, FIRST FLOOR, MAIN ENTRANCE, NEXT TO STAIRS
 Qty: 3

Unit Cost: \$_____ Maintenance for one month for 1 plant

80. Sansiviera Mother-in-Law's Tongue, furnished in 6" pots
 Location: FIRST FLOOR, MAIN ENTRANCE
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant
81. Sansiviera Mother-in-Law's Tongue, furnished in 6" pots
 Location: CENTRAL LIBRARY, FIRST FLOOR, MAIN ENTRANCE, PLANTER BOXES
 Qty: 15
 Unit Cost: \$_____ Maintenance for one month for 1 plant
82. Pothos, furnished in 6" pots
 Location: CENTRAL LIBRARY, FIRST FLOOR, MAIN ENTRANCE, PLANTER BOXES
 Qty: 10
 Unit Cost: \$_____ Maintenance for one month for 1 plant
83. Dracaena marginata furnished in 10" pot
 Location: CENTRAL LIBRARY, BASEMENT IN CHILDRENS SECTION
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
84. Spathiphullum furnished in 10" pot
 Location: CENTRAL LIBRARY, BASEMENT, LIBRARY MAINTENCE SUPERVISOR OFFICE Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
85. Ficus benjamina, furnished in 17" pot
 Location: CENTRAL LIBRARY, SECOND FLOOR, WINDOW AREA
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
86. Reflexa, furnished in 14" pots
 Location: CENTRAL LIBRARY, SECOND FLOOR, WINDOW AREA
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant
87. Shefflera arboricpola, furnished in 10" pots in tree form

Location: CENTRAL LIBRARY, SECOND FLOOR, WINDOW AREA
Qty: 2

Unit Cost: \$_____ Maintenance for one month for 1 plant

88. Dracaena marginata, furnished in 10 pots"

Location: CENTRAL LIBRARY, SECOND FLOOR, WINDOW AREA
Qty: 1

Unit Cost: \$_____ Maintenance for one month for 1 plant

89. Dracaena marginata, furnished in 10 pots"

Location: CENTRAL LIBRARY, FOURTH FLOOR, BACK OF STAIRS
Qty: 1

Unit Cost: \$_____ Maintenance for one month for 1 plant

90. Shefflera arboricpola, furnished in 10" pot

Location: CENTRAL LIBRARY, FOURTH FLOOR, OFFICE AREA
Qty: 1

Unit Cost: \$_____ Maintenance for one month for 1 plant

91. Pothos, furnished in 8" pot

Location: ON TOP OF CABINET
Qty: 1

Unit Cost: \$_____ Maintenance for one month for 1 plant

92. Shefflera arboricpola, furnished in 10" pots

Location: CENTRAL LIBRARY, 6TH FLOOR, CONFERENCE ROOM
Qty: 2

Unit Cost: \$_____ Maintenance for one month for 1 plant

93. Spathiphyllum, furnished in 10" pot

Location: CENTRAL LIBRARY, 6TH FLOOR, DIRECTORS OFFICE
Qty: 2

Unit Cost: \$_____ Maintenance for one month for 1 plant

94. Shefferla, furnished in 10" pots

Location: CENTRAL LIBRARY, 6TH FLOOR, DIRECTOR'S OFFICE
Qty: 2

Unit Cost: \$_____ Maintenance for one month for 1 plant

95. Pothos, furnished in 6" pots
 Location: CENTRAL LIBRARY, 6TH FLOOR, DIRECTORS OFFICE
 Qty: 2
 Unit Cost: \$_____ Maintenance for one month for 1 plant
96. Ficus benjamina, furnish in 14" pot
 Location: CENTRAL LIBRARY, 7TH FLOOR
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
97. Aglaonema commutatum 'Silver Queen', furnished in 10" pot
 Location: CENTRAL LIBRARY, 7TH FLOOR
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
98. Diffenbachia, furnished in 10" pot
 Location: CENTRAL LIBRARY, 7TH FLOOR
 Qty: 1
 Unit Cost: \$_____ Maintenance for one month for 1 plant
99. Janet Craig, furnished in 10" pot
 Location: PEACHTREE LEVEL ATRIUM, Cafeteria Area
 Qty: 9
 Unit Cost: \$_____ Maintenance for one month for 1 plant

5. SPECIAL CONDITIONS/INSTRUCTIONS

CONTRACTOR SUPPLIED EQUIPMENT

Contractor will provide all equipment necessary to maintain the interior plantings including sprayers, prunes, ladders, and all other materials and supplies as needed (with the exception of the high lift currently located on the premises). All chemical supplies will be approved by the EPA, State, and Local authorities for use in commercial interior.

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. In no way is Fulton County responsible for providing parking for the contractor. The contractor shall consider parking costs when submitting their quote.

MANAGEMENT INSPECTION

In addition to the weekly visit by the service technician, a service manager will inspect

these Fulton County facilities 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 Owner. Any corrective action will be scheduled and completed promptly by the contractor.

WORKING HOURS

For the purpose of this contract, 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 Christmas Day. The contractor 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 owner must be given 48 hours advance notice in order to follow security protocols in making such arrangements

FACILITIES LOCATIONS:

1. Fulton County Government Center complex located at 141 Pryor Street, SW,
2. Fulton County Justice Center Complex, located at 161 Pryor Street, SW,
3. Fulton County Medical Examiners Facility, located at 430 Pryor Street, SW.
4. Central Library Facility, located at 1 Margaret Mitchell Square

VENDOR QUALIFICATIONS

The special nature of the work environment and the services to be performed requires a contractor with specific experience in this type of service. The vendor must have a minimum of five (5) consecutive years experience doing this exact type of work. Selected vendor must obtain any and all required licenses or permits at no expense to the County, and must possess them prior to the quote due date.

INVOICING

Invoice should be sent to the address below to expedite payment of invoices.

General Services Department
Operation Support
Attn: Nadine Etienne (404) 893-0868
141 Pryor Street, SuiteG-119
Atlanta, GA 30303

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less

any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

REFERENCES

The special nature of the work environment and the services to be performed requires a contractor with specific experience in this type of service. The vendor must have a minimum of three (3) years of experience doing this type of work. 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 SUBMITTAL

The vendor is required to submit an original and two (2) copies of this quote. The vendor is also required to submit with quote:

- A. All pages of the Request for Quotation (RFQ.) properly completed.
- B. Any additional sheets necessary to clarify the quote.
- C. Ability to provide insurance.
- D. Copy of license(s) for individual(s) currently employed by your company who hold(s) a Georgia Department of Agriculture Commercial Applicators License for pesticide application.
- E. A current and valid copy of vendor's Georgia Department of Agriculture Pesticide Contractors License.
- F. A current and valid copy of the vendor's business license.
- G. At least three (3) references of not more than three (2) years old that can

verify the vendor's capability to perform this service.

- H. Material Safety Data Sheets (MSDS) for all pesticides that the vendor applies.
- I. Information listed below related to experience and ability to perform this service.

List all projects in which vendor has designed and maintained utilizing 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 Atrium and Justice Center and Medical Examiners facility, and Central Library.

AUTHORIZATION TO PLACE CALLS

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

Name	Telephone #
Cheryl Hunter	770-740-2421
Nadine Etienne	404-893-0868

INVENTORY

Location of Vendor's Facility:

Parts / Supplies	Service
_____	_____
_____	_____
_____	_____

MATERIAL SAFETY DATA SHEETS (MSDS)

Vendors shall submit with quote, material safety data sheet, specifying any hazardous

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.

GUARANTEE

The Contractor shall guarantee that during the period of the guarantee, he will make good any defects to the work and all damage caused to property of the Owner by such defects or by the work required remedying such defects.

At any time within the period of the guarantee, the Contractor shall replace any plant which, for any reason, has died or is in a declining condition, or which has failed to flourish in such a manner or in such a degree that its usefulness or appearance has been impaired, and he shall further make good any other damage, low impairment or defect in materials or work where the loss, impairment, destruction or failure to flourish sufficiently is the result of inferior or defective materials or workmanship. The decision of the Owner as to the necessity of replacing any plants or repairing any defects in workmanship, or of the cause of any destruction, loss, impairment, or failure to flourish shall be conclusive and binding upon the Contractor. The Contractor shall also replace, repair or compensate all damage to persons or property caused by workmanship or materials.

EXCLUSIONS FROM CONTRACTOR'S PLANT REPLACEMENT GUARANTEE

During the maintenance and guarantee period, damage to plantings not caused by the Contractor shall be excluded from the guarantee. Where evidence of such damage exists, Contractor must advise Owner in writing, stating nature and location of the damage. Owner, upon receipt of such notice, may order the Contractor to correct the damage at Owner's expense, or exclude the damage work from the guarantee provisions and correct the damage by an arrangement deemed by Owner in his best interest. In the event of any of the below listed situations, the Owner shall release the Contractor 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 the owner.

1. The occurrence of significant changes in plants or locations(s) without the Contractor'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 employee, 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 Contractor.

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.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

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

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

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
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000

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

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed 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. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	\$1,000,000
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5. UMBRELLA LIABILITY

(In excess of above noted coverage's)	Each Occurrence	\$2,000,000
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6. PROFESSIONAL LIABILITY

	Each Occurrence	\$1,000,000
(Required if respondent providing bid/quotation for professional services).		

7. FIDELITY BOND

(Employee Dishonesty)	Each Occurrence	\$ 100,000
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8. BUILDERS RISK: *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss

Delay in Completion / Soft Cost	TBD
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such 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 shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

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: _____