



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000 - 2009 Achievement of Excellence in Procurement Award
National Purchasing Institute

Cecil S. Moore, Director



REQUEST FOR QUOTE NUMBER:

11DW79072C

WILL BE RECEIVED UNTIL

2:00 PM

JUNE 27, 2011

DESCRIPTION: PEST CONTROL SERVICES FY 2011-2012

DEPARTMENT: GENERAL SERVICES DEPARTMENT

Quotes must be submitted electronically using our on-line Vendor Self Service system at www.fultonvendoreselfservice.co.fulton.ga.us . You must be a registered vendor in order to respond to quotes.

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: DIANN WASHINGTON

E-Mail Address : diann.washington@fultoncountyga.gov

Telephone Number: 404-612-1100

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.

Company Name:

Company Address:

City

State

Zip Code

Telephone Number:

Fax Number:

E-Mail Address:

RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendoreselfservice.co.fulton.ga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print)

Date

Title

\*Signature of the person submitting QUOTE:

\*Person submitting this e-quote has 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  
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 submission of your responses to this 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 Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at <https://fultonvendorelfselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
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, 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.

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 & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance 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.

## REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 11DW79072C

Opening Date: JUNE 27, 2011

### PEST CONTROL SERVICES GENERAL SERVICES DEPARTMENT

#### 1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Pest Control Services for the Fulton County General Services Department on an “as needed, when needed, and if needed” basis for a twelve (12) month period, beginning date of award.

#### 2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer at (404) 612-1100 or by e-mail [diann.wathington@fultoncountyga.gov](mailto:diann.wathington@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.fultonvendorservice.co.fulton.ga.us](http://www.fultonvendorservice.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

Pest Control Services are to be provided for the following Fulton County Facilities:

FACILITY	Square Footage	SCOPE OF WORK
<b>FULTON COUNTY JAIL COMPLEX</b>	500,000	The Fulton County Jail is a complex of several buildings including but not limited to inmate housing areas, warehouses, fleet maintenance facilities, and guard houses. The main building is a seven (7) (double) story twin tower and contains administrative, court room, kitchen, laundry, maintenance, dinning area, inmate housing, loading dock, trash compactor area, locker rooms, library, elevator shafts, intake facilities and storage areas. The total area of the main jail is in excess of 500,000 square feet. The inmate housing areas consist of thirteen (13) pods with six (6) housing zones per pod. The pod also includes a control tower and bath room, a multipurpose room, and an outdoor recreation area. Each floor contains two pods connected by a hallway containing elevators, a bathroom, storerooms, and a janitorial room. Each

		housing zone contains sixteen (16) to eighteen (18) cells which contain one (1) to three (3) bunk each. The cells are arranged in a double tier. The cells open into a large day room. Each housing zone contains sixteen (16) to eighteen (18) pipe chases which contain plumbing
<b>FULTON COUNTY JAIL BARRACKS &amp; OFFICE BLDG.</b>	22,605	The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide monthly Pest Control Services at the sites. All materials/ supplies/services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with top quality commercial practices.
<b>BELLWOOD 2F MARIETTA ANNEX &amp; HOPE BLDG.</b>	15,400	The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide monthly Pest Control Services at the sites. All materials/ supplies/services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with top quality commercial practices
<b>SHERIFF DEPARTMENT WAREHOUSE</b>	28,000	The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide monthly Pest Control Services at the sites. All materials/ supplies/services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with top quality commercial practices. In addition to the warehouse space, the Sheriff's portion of this warehouse has three offices.
<b>VISITATION BUILDING</b>	3,000	The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide monthly Pest Control Services at the sites. All materials/ supplies/services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with top quality commercial practices.
<b>ADMINISTRATION</b>	4,032	The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide monthly Pest Control Services at the sites. All materials/ supplies/services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with top quality commercial practices.
<b>FULTON COUNT HEALTH &amp; WELLNESS DEPARTMENT</b>	76,040	The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide the highest quality monthly Pest Control Services possible at the sites. All materials/ supplies/services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with top quality commercial practices.
<b>BIRD CONTROL</b>		The successful vendor(s) is to furnish all labor, equipment, transportation and material necessary to provide effective and safe bird control setting to deter pigeons and other pest birds from

		roofs on County selected facilities. Only provide bird spikes or bird netting devices only.
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#### 4. PRICING SHEETS

**Note:** Successful vendor must provide this service at a flat rate per month.

<u>Line</u>	<u>Facility</u>	<u>Monthly Rate</u>
1	Fulton County Jail Complex 901 Rice St. Atlanta, GA 30318	\$ _____
2	Fulton County Jail Barracks & Office Bldg. 1101 Jefferson St. Atlanta, GA 30318	\$ _____
3	Bellwood 2F Marietta Annex & Hope Bldg. 781 Marietta Blvd. NW Atlanta, GA 30318	\$ _____
4	Sheriff Department Warehouse 1365 English St. Atlanta, GA 30318	\$ _____
5	Visitation Building 901 Rice St. Atlanta, GA 30318	\$ _____
6	Administration Building 901 Rice St. Atlanta, GA 30318	\$ _____
7	Fulton County Health & Wellness Department 99 Jesse Hill Jr. Drive Atlanta, GA 30303	\$ _____
8	Bird Control A-Option: Bird Spikes For all facilities listed	\$ _____ /per Liner ft.
9	Bird Control B-Option: Bird Netting For all facilities listed	\$ _____ /per Liner ft.

#### 5. SPECIAL CONDITIONS/INSTRUCTIONS

##### AWARD

The County may award in whole or in part or by section to more than one vendor.

**\*\*\*\*NOTE\*\*\*\***

**Quoter(s) must attach copies of "Required Submittals" under section 5 SPECIAL CONDITIONS/INSTRUCTIONS by attaching responses to electronic submission. Should you require any assistance, please contact Diann Wathington at 404-612-1100; Fax 404-893-1747 or [diann.wathington@fultoncountyga.gov](mailto:diann.wathington@fultoncountyga.gov) .**

**REQUIRED SUBMITTALS**

1. Copy of Georgia Commercial Pesticide Contractor's license. (Validity of license will be verified by the Georgia Department of Agriculture).
2. Copies of any and all Georgia Pesticide Commercial Applicators Licenses held by the contractor and/or his/her employees, in Category 29 or 30.
3. A copy of the company's guarantee stating that the company will provide treatment as specified and include an "as needed" return call between treatments at no additional charge statement shall be submitted with the bid.

**REFERENCES**

The successful vendor(s) shall submit with quote three (3) references for successful treatment of similar facilities, the point of contact, telephone number and duration of contract for each facility. This information can be faxed to 404-893-1747, Diann Wathington, Procurement Officer.

**CURRENT LICENSES**

Vendor(s) shall submit with quote required pest control licenses at no expense to Fulton County.

**SITE VISIT**

Prospective quoters are encouraged to visit all facilities in which they are quoting before submitting a quote.

**Purchasing has scheduled the site visits as follows:**

**WEDNESDAY, JUNE 22, 2011 at 10:00 A.M.  
FULTON COUNTY JAIL  
901 RICE STREET  
ATLANTA, GEORGIA 30318**

**Contacts**

**Mark Wade, 404-613-0836  
Lt. H. Mason, 404-613-2095  
Sgt. G. Clark, 404-730-5100**

**\*\* ALL INTERESTED VENDORS, PLEASE BE PRESENT AND ON TIME \*\***

## Treatment Plan

The successful vendor(s) will provide a treatment plan and schedule of service for the facility. The treatment plan will be approved by Mark Wade, Vector Control Manager of the General Services Department. The treatment plan will provide the names of all chemicals or products used with sample label and a Material Safety Data Sheet (MSDS) for each chemical. The Pest Control Manager will be the point of contact for work assignments, scheduling, and billing. The treatment plan will include the following elements:

1. The treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly minimum or as needed basis. Treatment will include both liquid and dry applications of pesticides as well as baits. The successful vendor(s) will notify the Pest Control manager within 24 hours of observing evidence of WDO.
2. Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations will be weather proof, secured, and numbered. The contractor will provide a map of all bait stations to the Vector Control Manager. A secondary treatment zone will be along perimeter fences utilizing waterproof bait blocks. All drains and manholes will be baited with waterproof bait blocks.
3. Rodent Control for interior shall consist of mechanical traps or glue boards.
4. The treatment of all pipe chases will contain an insect growth regulator.
5. All treatment in sleeping areas will consist only of gel-type baits.
6. On the third floor and other medical areas, only pesticides with low volatility will be used.
7. Treatment for wasps and other stinging insects will be provided as needed part of the perimeter treatment.
8. Control of birds will be provided as needed (price quoted separately).
9. Treatment of psodids in records storage area will be provided as needed to fog the area and to control the insects.
10. Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, will be treated by spot or crack and crevice, as appropriate, on a schedule based on actual need.
11. ULV treatment will be utilized when requested to conduct a clean-out and control flying insects in specific areas.
12. Requests for emergency treatment will be performed within 24 hours. Declaration of emergency will be made by Vector Control Manager, based on assessment of actual or imminent threat to health or safety.

13. Vendor will be required to make up time lost due to inclement weather at no additional cost to the County if the company is not able to provide service on the scheduled service day. The vendor will perform the service on another day.

### **Background checks**

A background check will be conducted on the successful vendor(s), at vendor's expense on all employees assigned to this contract. Persons with convictions or charges related to violent offenses, drug use, or larceny-related offenses shall not be employed on this contract. Successful vendor(s) will be required, at all times, to have a sufficient number of certified employees cleared for access to the facilities so as to ensure uninterrupted service. The contractor will maintain a list of cleared employees assigned to treat the facilities and will provide a copy of that list to the Vector Control Manager.

### **Removal of employees**

Fulton County may request the successful bidder to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, or words, actions, or fighting).
3. Theft, vandalism, immoral conduct, or any other criminal action.
3. Selling, consuming, possessing, or being under the influence of under intoxicants, including alcohol, or illegal substances, while on assignment for Fulton County.

### **INVOICING**

**Invoice(s) should be sent to the address below to expedite payment:**

General Services Department, Grounds Division  
Attn: Mark Wade  
125 Willis Mill Road, S.W.  
Atlanta, GA 30311

### **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.

The contractor shall without change, replace any material or correct any workmanship found by Fulton County not to conform to the contract requirements unless in the public interest,

Fulton County consents to accept such material or workmanship with an appropriate adjustment in contract price. The contract shall promptly segregate and remove rejected material from the premises at the contractor's expense.

If the contractor does not promptly replace rejected material or correct objected workmanship, Fulton County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the contractor.

Unless otherwise provided in this contract, acceptance by Fulton County Government shall be made as promptly as practicable after completion and inspection of all work required by this contract or that portion of the work that Fulton County determines can be accepted separately.

### **FINAL ACCEPTANCE**

The technical point of contact will make a determination that the work of the contractor is complete and acceptable in accordance with the provisions of the contract documents.

In the event that the final inspection reveals deficiencies in meeting the contract requirements, the contractor shall complete all remaining items of work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the contractor that the work is complete and ready for re-inspection, the technical point of contact will make a final inspection.

The contractor shall be notified in writing by Fulton County of final acceptance of the work. The date of final acceptance shall be the termination date for the contractor's liability for the physical properties of the project.

## 6. INSURANCE & RISK MANAGEMENT PROVISIONS

### Insurance and Risk Management Provisions General

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
<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>			
<b>Combined Single Limits</b>	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)			
<b>4. UMBRELLA LIABILITY</b>			
(In excess of Auto, GL and Employers Liability)	Each Occurrence	-	\$2,000,000
<b>5. FIDELITY BOND and CRIME</b>			
(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.