



Fayette County Public Schools

Purchasing Department

205 LaFayette Ave., Building A, Fayetteville, GA 30214
(770) 460-3535 ext 1043

Request for Quote No. 24-028-075

Georgia Procurement Registry Event No. PE-65615-NONST-2024-000000019

Cypress Mulch for Fayette County Public Schools

Objective

The Fayette County Public Schools Purchasing Department (hereinafter FCPS) invites you to participate in a request for quote (RFQ). This RFQ will consist of providing, delivering, and (possibly) installing cypress mulch to multiple locations within the school district. The most responsive and responsible respondent will provide installation of mulch, if the budget allotment allows, upon delivery to each facility.

Responses Due

Responses to this request for quote are due no later than the date and time specified in the timeline of events either physically or electronically to the FCPS Purchasing Department located at Facilities Services, 939 Goza Road, Fayetteville, Georgia 30215. Quotes received after the specified date and time will not be considered.

Vendors are instructed to carefully read all items, conditions, terms, specifications, and attachments herein and referenced before completing their quote. Failure to comply with any requirements of the RFQ may be a cause for rejection.

Section A: Instructions to Respondents

1. Schedule of Events
 - 1.1. RFP Released: Monday, March 4, 2024
 - 1.2. Respondent Questions Due: Tuesday, March 12, 2024
 - 1.3. Addenda Issued (if applicable): Thursday, March 14, 2024
 - 1.4. Respondent Proposals Due: Before 10:00AM (EST), Tuesday, March 19, 2024

1.5. Anticipated Project Start: June 2024

2. Respondent Registration

2.1. Respondents are encouraged to register with the issuing agent, Jamie Marrero, by sending an email to marrero.jamie@fcboe.org after reviewing this solicitation. Respondents who register will automatically receive an email update with additional documents such as addenda and be notified of award issuance, even if they choose not to submit a response.

3. Project Documents and Forms

3.1. Documents and forms required for submission as part of this RFQ can be found on the FCPS Purchasing Department website. Failure to include required submissions listed herein may result in a rejection of the response. A list of required forms is contained herein and additional submissions may be required per the specifications contained herein.

4. Response Delivery

4.1. Responses may be submitted electronically, by mail, or hand-delivered to Facilities Services, 939 Goza Road, Fayetteville, Georgia 30215, Attention: Purchasing Department.

4.2. Quote openings will occur at the date and time specified at the address above.

4.2.1. No faxed or telephone responses will be accepted or considered.

4.3. Responses may be emailed to the issuing agent if meeting the following guidelines:

4.3.1. Emailed responses must be in a consistent, clear, and readable format and complete. (Adobe PDF format is preferred)

4.3.2. All response documents should be bound in one document. Multiple separate documents may result in evaluation score reductions.

5. Attachments

5.1. Any specification listed with “Must Include Attachment” should include a document within the response conforming to standards set forth.

- 5.2. All attachments must be marked and labeled using the following format: Attachment #, Solicitation Reference, Respondent Name, Solicitation Title, and Number.

6. Response Format Requirements

- 6.1. The solicitation document has been carefully organized. All sections, specifications, requirements, and appendices are numbered; therefore responses should be organized in the same manner referencing the solicitation document when necessary.
- 6.2. All pages should be numbered and contain page headings or footers with the respondent's name and the solicitation title and number.
- 6.3. Multiple Response from the Same Respondent
 - 6.3.1. Respondents may submit more than one response when offering multiple alternatives.
 - 6.3.2. Responses must be separate and each should conform to all terms and conditions within the solicitation.
 - 6.3.3. Responses must be labeled separately to easily identify differing responses from the same respondent.

Section B: Scope of Work and Specifications

7. Scope of Work

- 7.1. Fayette County School District (FCSD) invites you to participate in a request for quote (RFQ). The purpose and intent of this request for quote is to secure pricing to provide, deliver, and possibly install cypress mulch at multiple locations within the school district. Pricing for both bagged and loose 100% non-CCA cypress mulch will be required. Installation (blow-in) pricing will also be required, but only approved based on the project budget allotment. The cypress mulch will be installed on the playgrounds at all of the elementary schools within Fayette County Public Schools district.

8. Technical Specifications

- 8.1. Cypress mulch must be chipped/small grind and/or playground cypress mulch.
- 8.2. Respondent must provide 100% non-CCA mulch.

Cypress Mulch for Fayette County Public Schools (RFQ 24-028-075)

- 8.3. Respondent must provide a delivery option that includes unloading pallets upon delivery (providing a forklift) of bagged mulch.
- 8.4. Bagged cypress mulch is in more demand for the school districts projects, if Fayette County Public Schools Facilities Services is performing the installation.
 - 8.4.1. Respondent must have access to provide bagged mulch, when requested, and within the time frame indicated on their bid submission.
- 8.5. Loose mulch must meet the same specifications as the bagged mulch requested.
 - 8.5.1. Loose mulch option will require pricing for installation services.
 - 8.5.2. Installation services include blowing in delivered mulch on the playgrounds in designated areas.
- 8.6. Mulch delivered to Fayette County School District must always be free of any/all debris/trash. (Including but not limited to; plastic, glass, tire, painted/pressure treated wood, PVC, wire, metal, etc.)
 - 8.6.1. If such delivery is made, the contractor will be responsible for the removal of the mulch containing trash/debris and the installation/delivery of new. If mulch (containing trash/debris) has already been installed on a playground, appropriate equipment will need to be brought in to remove the top layers of mulch (which guarantees the removal of any contaminants). None of which will be at the expense of Fayette County Public Schools.

Section C: General Terms and Conditions

FCPS's General Terms and Conditions are posted on the Purchasing Department website under the heading of Vendor Terms, Conditions, and Forms at www.fcboe.org. By submission of a response, the respondent acknowledges they have read and understood these General Terms and Conditions as well as any terms and conditions contained herein.

Section D: Special Terms and Conditions

9. Quote Opening
 - 9.1. Quotes will be opened at the date and time provided in the schedule of events. All results will be publicly posted on the FCSD website once an award recommendation is made.
 - 9.2. Quote openings are open to the public.

- 9.3. Quotes must be marked with the RFQ number.
- 9.4. Electronically delivered quotes will utilize the timestamp generated on the email.
- 9.5. Quotes must conform to the guidelines listed herein.
- 9.6. Quotes received late will be marked “non-responsive” and may not be considered at the sole discretion of the FCPS Purchasing Department.

10. Questions

- 10.1. All questions concerning this solicitation must be submitted in writing by email to the issuing agent.
- 10.2. No questions other than written will be accepted and only answers provided via addenda shall be binding.

11. Award Oversight

- 11.1. The awarded respondent will report to Beria Orr, Facilities Coordinator, or their designee.

12. Cooperative Purchasing

- 12.1. This solicitation allows for other Fayette County, Georgia government entities, including local municipalities, to purchase from the awarded contract at the same prices quoted during the effective term pending an agreement between the awarded respondent(s) and the third party.

13. Quote Evaluations

- 13.1. According to the Fayette County Board of Education policy, DJE “lowest price alone will not be the sole determining criteria in the selection process”.
- 13.2. Factors that may be used in evaluating responses may include but are not limited to, the following: price/cost, warranty, service guarantees or past performance, costs of ownership analysis, business capabilities analysis, delivery schedules and methods, and product-specific manufacturer/quality standards.
- 13.3. Respondents may inquire as to specific evaluation methods and may request in writing an explanation of evaluation methods used to determine an award. See General Terms and Conditions regarding award protests.

14. Delivery

- 14.1. Delivery is expected on or about the date requested ARO.
- 14.2. Freight is FOB destination, freight prepaid (allowed).
- 14.3. The respondent must contact the end-user listed on purchase orders at least 24 hours before delivery to confirm the delivery date and time.
- 14.4. FCPS standard hours of operation are 7:30 AM to 3:30 PM (EST), Monday through Friday, except for school holidays.
- 14.5. The delivery location does not have a loading dock; therefore, all deliveries must be made as a tailgate or inside delivery as defined in the solicitation, any resulting purchase order, or resulting contract.
 - 14.5.1. Tailgate delivery will be defined as follows: the driver will be required to move the pallets from the interior bed of the truck to the edge of the bed. The FCSD will use a forklift to move the pallets from the edge of the truck bed to the warehouse.
 - 14.5.2. Inside-delivery will be defined as follows: the driver will be required to move the material from the interior bed of the truck to the interior of the facility.
- 14.6. Any pallets must be covered or shrink-wrapped to protect cartons from dirt and moisture during shipment and pallet construction should allow for four-way entry of handling equipment and surface/platform board approximately one inch apart minimizing carton damage.
- 14.7. Failure to deliver per the response could result in the awarded respondent being declared in default.
- 14.8. The awarded respondent shall be responsible for the delivery of items in good condition at the point of destination.
- 14.9. Respondent shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices.
- 14.10. Back Orders: Back orders may be made only when specifically authorized to do so by the project administrator. The necessity to back-order may be deemed a breach of contract.

15. Cost Escalation/Price Change

- 15.1. The Purchasing Department recognizes that independent market factors may result or necessitate the need for price changes. Through the submission of a quote, the respondent agrees to the following:
- 15.2. All price increases must be based upon product cost ONLY, and documentation of the price increase is required.
- 15.3. Quote prices must be held firm for the term of the solicitation or December 31st of the issuing year, after which an escalator can be invoked.
- 15.4. The awarded respondent must provide the FCPS Purchasing Department written notification at a minimum of 30 days before a price escalation change.
- 15.5. Single changes of no more than 10% are allowed. There are exceptions only when market conditions dictate a revised escalator for a particular commodity.
- 15.6. FCPS reserves the right to accept or reject any price escalation. A rejection of a price escalation may result in the termination of any agreement, contract, purchase order, or other agreement without fault or obligation.

16. Installation

- 16.1. Installation services must include but is not limited to;
 - 16.1.1. Installation (blown in) of delivered loose mulch at each location, as requested
 - 16.1.2. Respondent is responsible for providing any/all equipment and labor to install loose mulch
 - 16.1.3. Respondent is responsible for delivering the truckload of mulch to the designated area at each location

17. Quantities

- 17.1. Quantities are based on current projects and budget allotment. No specific quantities will be guaranteed with the solicitation award. Most projects that require the use of mulch between the months of March - September.

18. Term

- 18.1. The term of this RFQ and resulting agreement is from the date of resulting award issuance until December 31, 2024, with no option to renew.

18.2. Per the General Terms & Conditions, should the Fayette County Board of Education fail to appropriate funding for each fiscal year beginning July 1st, this solicitation and resulting contract or purchase orders will be canceled with no-fault or obligation beyond products or services already received and properly invoiced.

18.2.1. FCPS may notify the awarded bidder in writing thirty (30) days prior to cancellation for non-appropriation.

19. Required Forms

19.1. The forms listed below are required for submission and included as attachments. They may also be located on FCPS's Purchasing Department website at www.fcboe.org.

19.1.1. Solicitation Response Form

19.1.2. Cost Proposal Sheet(s)

19.1.3. Reference Form

19.1.4. W-9 Form

19.1.5. E-Verify Documentation**

19.1.6. Current Certificate of Insurance (Meeting the minimum requirements)**

***Required paperwork for contractor responsible for loose mulch installation*

19.2. Failure to include any form may result in a reduction in evaluation scoring or the submitted quote being declared non-responsive at the sole discretion of the FCPS Purchasing Department.

19.3. This request for quote, any addenda, and the awarded quote will be incorporated into any resulting contract and/or purchase order.

Cost Proposal

Bagged Mulch: Supply and Delivery of Non-CCA 100% Cypress Mulch	
Bagged Mulch: Cubic Feet per Bag	
Bagged Mulch: Number of Bags per Tractor Trailer Load	
Bagged Mulch: Cost per Cubic Foot	\$
Bagged Mulch: Number of Days for Delivery (After PO Issued)	
Additional Cost for Delivery with Forklift	\$
Bagged Mulch: Total Cost for Tractor Trailer Load Including Delivery	\$

Loose Mulch: Supply, Deliver, and Installation of Non-CCA 100% Cypress Mulch	
Loose Mulch: Cubic Feet per Tractor Trailer Load	
Loose Mulch: Cost per Cubic Foot	\$
Loose Mulch: Cost per Tractor Trailer Load	\$
Loose Mulch: Number of Days for Delivery (After PO Issued)	
Loose Mulch: Blow-in Installation Cost per Cubic Foot	\$
Loose Mulch: Total Cost for Tractor Trailer Load Including Delivery and Blow-in Installation	\$

Company Name

Date

Printed Name

Signature

Cypress Mulch for Fayette County Public Schools (RFQ 24-028-075)
Appendix A: Delivery Locations and Quantities

Please initial each location confirming you understand the needs of each location and that you are able to fulfill these requirements.

- ___ 1. Braelinn Elementary School
 - 1.1. 975 Robinson Road, Peachtree City, Georgia 30269
 - 1.2. Tractor Trailer Load Quantity: 1
- ___ 2. Cleveland Elementary School
 - 2.1. 190 Lester Road, Fayetteville, Georgia 30214
 - 2.2. Tractor Trailer Load Quantity: 1
- ___ 3. Crabapple Lane Elementary School
 - 3.1. 450 Crabapple Lane, Peachtree City, Georgia 30269
 - 3.2. Tractor Trailer Load Quantity: 1
- ___ 4. Fayette Elementary School
 - 4.1. 490 Hood Avenue, Fayetteville, Georgia 30214
 - 4.2. Tractor Trailer Load Quantity: 1
- ___ 5. Huddleston Elementary School
 - 5.1. 200 McIntosh Trail, Peachtree City, Georgia 30269
 - 5.2. Tractor Trailer Load Quantity: 1
- ___ 6. Kedron Elementary School
 - 6.1. 200 Kedron Drive, Peachtree City, Georgia 30269
 - 6.2. Tractor Trailer Load Quantity: 1
- ___ 7. North Fayette Elementary School
 - 7.1. 609 Kenwood Road, Fayetteville, Georgia 30214
 - 7.2. Tractor Trailer Load Quantity: 1
- ___ 8. Oak Grove Elementary School
 - 8.1. 101 Crosstown Road, Peachtree City, Georgia 30269
 - 8.2. Tractor Trailer Load Quantity: 1
- ___ 9. Peachtree City Elementary School
 - 9.1. 201 Wisdom Road, Peachtree City, Georgia 30269
 - 9.2. Tractor Trailer Load Quantity: 1
- ___ 10. Peeples Elementary School
 - 10.1. 153 Panther Path, Fayetteville, Georgia 30215
 - 10.2. Tractor Trailer Load Quantity: 2
- ___ 11. Robert J Burch Elementary School
 - 11.1. 330 Jenkins Road, Tyrone, Georgia 30290
 - 11.2. Tractor Trailer Load Quantity: 1
- ___ 12. Sara Harp Minter Elementary School
 - 12.1. 1650 Highway 85 South, Fayetteville, Georgia 30215
 - 12.2. Tractor Trailer Load Quantity: 1

- ___ 13. Spring Hill Elementary School
 - 13.1. 100 Bradford Square, Fayetteville, Georgia 30214
 - 13.2. Tractor Trailer Load Quantity: 1
- ___ 14. Inman Elementary School
 - 14.1. 667 Inman Road, Fayetteville, Georgia 30214
 - 14.2. Tractor Trailer Load Quantity: 1

By signature below respondent verifies that their proposal has met all specifications listed above as a minimum standard. Respondent also verifies that their response includes the requested information above such as manufacturer names, diagrams, capacities, weights, restrictions, or limits.

If proposing an alternative to any specification, the respondent must include a detailed description including the manufacturer's information and specification sheets. Failure to do so may result in an evaluation score reduction or rejection of the response.

Signature

Printed Name

Respondent Information Form

Place this form on top of your response.

Cypress Mulch for Fayette County Public Schools (RFQ 24-028-075)

Company Name:	
Point of Contact:	
Street Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	
Website:	

Authority to Act

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the products/services in accordance with the terms and conditions herein.

Terms, Conditions, and Specifications

Through the submission of response and signature below, the respondent verifies that their solution, if applicable, complies fully, or complies with an exception, to all stated general and special terms, conditions, and specifications. See the FCPS General Terms and Conditions for further information and directions on notating exceptions to stated specifications.

Addenda

Through the submission of response and signature below the respondent verifies that they have read and understood any addenda issued for this solicitation if issued.

Signature: _____ Date: _____

Reference Form

Cypress Mulch for Fayette County Public Schools (RFQ 24 -028 -075)

Requested Information	Response
Reference Name	
Contact for Reference	
Street Address	
City, State, Zip	
Phone Number	
Email	

Requested Information	Response
Reference Name	
Contact for Reference	
Street Address	
City, State, Zip	
Phone Number	
Email	

Requested Information	Response
Reference Name	
Contact for Reference	
Street Address	
City, State, Zip	
Phone Number	

FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT FORM

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006, AS AMENDED BY
THE ILLEGAL IMMIGRATION REFORM ACT OF 2011, OCGA 13 -10-90, ET SEQ.**

TO ALL PROSPECTIVE CONTRACTORS:

If you are providing services to Fayette County Public Schools, this completed document, as well as the applicable Georgia Security and Immigration Compliance forms and affidavits referenced herein must be completed, signed, notarized and submitted with your bid, proposal or contract.

Fayette County Public Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A., ~13-10-90 et seq. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA, P.L. 99-603 and the Georgia Security and Immigration Compliance Act of 2006, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. ~ 13-10-90 et seq. (collectively the "Act") the contractor ("Contractor") **MUST INITIAL** the statement applicable to Contractor below:

INITIAL ONLY ONE CHOICE BELOW

____ (Initial here) Contractor represents and warrants that Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; Is authorized to use and uses the federal authorization program; and will continue to use the authorization program throughout the contract period. Contractor further represents, warrants and agrees that it shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et seq. In accordance with the terms thereof; (Complete and submit the Contractor Affidavit and Agreement); **OR**

____ (Initial here) Contractor represents and warrants that it has no employees and does not intend to hire employees to perform contractual services, and that Contractor has therefore provided a U.S. state-issued Driver's license or ID card in lieu of an affidavit and that such license or ID card was issued by a State that verifies lawful Immigration status before issuing the license or ID card. If my status changes I will, before hiring any employees, immediately notify the School District in writing and provide all affidavits required under the Act; **OR**

____ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia as defined in the Act and thus does not have to comply with foregoing Georgia law; **OR**

____ (Initial here) Contractor is a foreign company and therefore not required to provide the affidavit as required by the Act. The Contractor must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

USE OF SUBCONTRACTOR(S) and COMPLIANCE AS ABOVE

____(Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, Is authorized to use, and uses the Federal Work Authorization Program and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of labor as set forth at Rule 300-10-01 et seq.

____(Initial here) Contractor covenants and agrees that, if Contractor employs or contracts with any Subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-02, then in such event Contractor will secure from each subcontractor at the time of the subcontract, the subcontractor's name and address, the employer identification number/taxpayer identification number applicable to the subcontractor; the date the authorization to use the Federal Work Authorization Program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the Federal Work Authorization Program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et seq. (Complete and submit the Subcontractor Affidavit and Agreement)

____(Initial here) Contractor agrees to provide Fayette County Public Schools with all affidavits of compliance as required by the Act and Georgia Department of Labor Rule 300-10-1-02, 300-10-1-03, 300-10-1-07 and 300-10-1-08 within five (5) business days of its receipt of any such documents.

Company Name: _____

SIGNATURE: _____

DATE: _____

FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
CONTRACTOR AFFIDAVIT PROVIDED PURSUANT TO O.C.G.A. § 13 -10-91(b)(2)

(Rev. 4/18/2019)

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 services under a contract with Fayette County Public Schools, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E -Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13 -10-91. Furthermore, the undersigned contractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned contractor will contract for the physical performance of services in the performance of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b), and that the contractor shall forward any subcontractor's affidavit to the School District within five (5) days of its receipt of the same.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

EEV User Identification Number <i>(4 to 6 Digit Number)</i>	_____
Date of Authorization	_____
Contractor/Company	_____
Email Address	_____
Telephone Number	_____
Name of Project	_____
Project Number	_____
Name of Public Employer	_____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

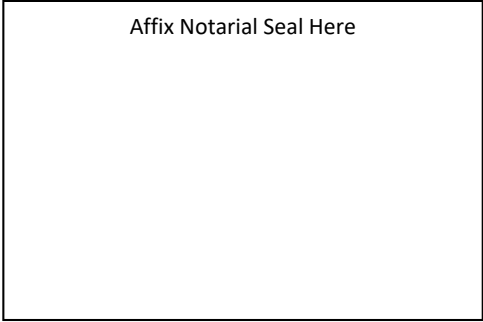
Title of Authorized Officer or Agent

NOTARY INFORMATION

Sworn to before me this ___ day of _____, 20_____.

Notary Public Signature

My Commission Expires: _____



**FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
SUBCONTRACTOR AFFIDAVIT PURSUANT TO O.C.G.A. § 13 -10-91(b)(3)**

(Rev. 4/18/2019)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13 -10-91 stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, which has a contract with Fayette County Public Schools, has registered with, is authorized to use and uses the federal work authorization program commonly known as E -Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13 -10-91. Furthermore, the undersigned subcontractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned subcontractor will contract for the physical performance of services in the performance of such contract only with sub -subcontractors w ho present an affidavit to the subcontractor with the information required by O.C.G.A. § 13 -10-91(b), and that the subcontractor shall forward any sub-subcontractors affidavit to the contractor and School District within five (5) days of its receipt of the same.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

- EEV User Identification Number** *(4 to 6 Digit Number)* _____
- Date of Authorization** _____
- Subcontractor/Company** _____
- Email Address** _____
- Telephone Number** _____
- Name of Project** _____
- Project Number** _____
- Name of Public Employer** _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

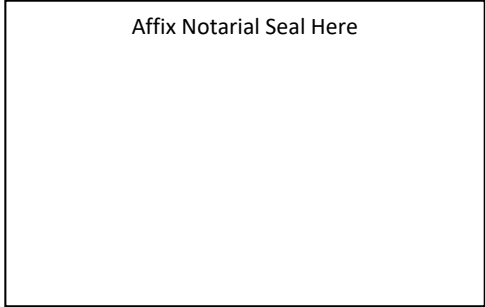
Title of Authorized Officer or Agent

NOTARY INFORMATION

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

Notary Public Signature

My Commission Expires: _____



Fayette County Public Schools Purchasing Department Contractor Insurance Requirements

From General Terms and Conditions: Updated April 2021

- 1) Duration of Insurance
 - a) All insurance required by the response shall be maintained during the entire length of the response, including any extensions, and until all service and work have been completed to the satisfaction of FCPS.
 - b) No respondent or subcontractor shall commence delivery, installation, or service of any kind under the response until all insurance requirements contained within the solicitation have been complied with and evidence supplied to FCPS.
- 2) Coverage as Additional Insured
 - a) FCPS shall be covered as an additional insured under all insurance required by the response. Confirmation of this shall appear on all certificates of insurance and all applicable policies.
 - b) FCPS shall be given no less than 30 days' notice of any insurance cancellation, changes, or renewals.
- 3) Provider Rating Standards
 - a) For the response, regardless of risk, companies providing insurance for respondents must have an [A.M. Best company rating](#) not less than "A" and be in a financial size category not less than Class IX.
 - b) Evidence of the current A.M. Best Company Rating may be required by including a copy of the rating page for the insurance company.
- 4) Failure to Comply
 - a) In the event the respondent neglects, refuses, or fails to provide the insurance as required by the response or if such insurance is canceled for any reason, FCPS shall have the right, but not the duty, to procure the same, and the cost, therefore, shall be deducted from money then due or thereafter to become due to the vendor or FCPS shall have the right to cancel the response.
 - b) Failure to comply with insurance standards may result in the respondent being declared in default and any resulting order, agreement, or contract canceled with no loss to FCPS.
- 5) Workers' Compensation Insurance Requirements
 - a) The respondent shall procure and maintain workers compensation and employer's liability insurance to cover every employee who is or may be engaged in work under the response in the limits listed below:
 - i) Bodily injury by accident - \$100,000 each accident
 - ii) Bodily injury by disease - \$100,000 each employee; \$500,000 policy limit
- 6) Commercial General Liability Insurance Requirements
 - a) The respondent shall procure and maintain comprehensive insurance in an amount not less than \$1,000,000 for bodily injury and property damage

combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- i) Commercial general liability
- ii) Premises operations
- iii) Completed operations
- iv) Contractual liability insurance (to cover breach of response)
- v) Personal injury

7) Broad Form Property Damage Coverage Requirement

- a) This coverage shall cover the use of all equipment, hoists, and vehicles on the site/sites not covered by automobile liability under the contract. Policy coverage must be on an occurrence basis.

8) Automobile Liability Coverage Requirements

- a) Automobile liability must include any auto, hired autos, and non-owned autos with a combined single limit of \$1,000,000.00 per occurrence. Aggregate must be a minimum of \$1,000,000.00.

9) Certificate of Insurance (COI)

- a) If requested, the respondent must provide a current COI before any work or service is performed on FCPS property conforming to the insurance guidelines contained herein, and any contained in solicitation special terms and conditions.

10) Liability

- a) Respondent shall be liable for any damage or loss to FCPS incurred in the completion of respondent's contract or obligations as a result of their response.
- b) Notwithstanding the foregoing, the liability herein shall be limited to \$10,000,000 and the respondent recognizes that the resulting agreement will receive consideration for indemnification provided herein.

11) Indemnification

- a) Respondent hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless members of the Fayette County School District, Fayette County Public Schools, and Fayette County Board of Education and its officers, agents, and employees (hereinafter collectively referred to as "Indemnities"), of and from all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this response, due to any act or omission on the part of the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf; or due to any breach of this response by the respondent; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf.
- b) This indemnification shall apply although the indemnities may be partially responsible for the situation giving rise to the claim.

- c) This indemnification shall apply even though a claim results in a monetary obligation that exceeds any contractual commitment.
- d) This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of indemnities.
- e) This indemnification extends to the successors and replaced assignees of the respondent, and this indemnification and release survive the duration of this response, the termination of this response, and the dissolution or, to the extent allowed by law, the bankruptcy of the respondent.

12) Hold Harmless Agreement

- a) Through the submission of a response or acceptance of an award, contract, order, or agreement the respondent shall hold harmless FCPS from all claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this response.
- b) The respondent's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

Subcontracting

1) Subcontracting Guidelines

- a) Except as may be generally or specifically permitted by the solicitation, the respondent shall not delegate, subcontract, assign, or otherwise permit anyone other than respondent personnel to perform any of the work and/or provide any of the services required of the respondent under this response or resulting contract or assign any of its rights or obligations herein. As such the following applies:
 - i) Consent of FCPS to use subcontractors must be obtained, which may be granted or withheld by FCPS at its sole discretion.
 - ii) The respondent must notify FCPS of all subcontractors used to fulfill the submitted response, including those contracted by their agents (such as delivery services).

2) Subcontractor Standards

- a) Subcontractors must meet all standards contained herein as well as those specific to the accompanying solicitation.