

GEORGIA BUILDING AUTHORITY (GBA)  
PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions apply to the work being performed under the attached Purchase Order. In the case of conflict between the vendors terms and conditions and these GBA terms and conditions, the GBA terms and conditions shall govern unless agreed to in writing.

**1. DUTY TO PROTECT PROPERTY.** If Vendor is providing services in GBA facilities or on GBA property, Vendor shall maintain adequate protection of its work and shall protect all other property from damage, injury, or loss arising in connection with the work regardless of who may be the owner of said property. Vendor shall make good any such damage, injury, or loss except such as may be caused directly by agents or employees of GBA.

**2. SAFETY PRECAUTIONS.** Vendor shall take all reasonable precautions for the safety of its employees on the work and other persons who may be affected thereby.

**3. WARRANTY.** Vendor hereby warrants and guarantees that all work executed under the purchase order will be free from defects of material and workmanship.

**4. RISK OF LOSS.** Risk of loss of any goods or equipment purchased shall pass to GBA only upon delivery and acceptance by GBA.

**5. INDEMNIFICATION.** Vendor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and hold harmless GBA, the State of Georgia and any of their respective officers, members, employees and their successors (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss or damage (including without limitation bodily or personal injury, death, property damage, libel, slander, defamation of character, and invasion of privacy) and reasonable attorneys' fees, caused by or occurring in connection with this agreement, or due to any act or omission (whether intentional or negligent, through theft or otherwise), or due to the violation of any pertinent federal, State or local law, rule or regulation on the part of the Vendor, its agents, subcontractors, employees or others working at the direction of Vendor or on its behalf. This indemnification extends to the successors and assigns of Vendor, and this indemnification and release survives the termination of this agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Vendor. This indemnification does not apply to the sole negligence or the willful or wanton misconduct of the Indemnitees. Vendor shall procure an insurance policy satisfactory to GBA with specific insurance coverage to cover this indemnification, and Vendor's insurance shall provide for reimbursements to the State Tort Claims Trust Fund and other State trust funds (the Funds) in the event of payment of a claim from such Funds for which Vendor is liable under this indemnity.

**6. LIABILITY INSURANCE.** Vendor shall procure and maintain in full force and effect at all times commercial general liability insurance, on an "occurrence basis," with liability limits of One Million Dollars (\$1,000,000.00) per occurrence and of Two Million Dollars (\$2,000,000.00) in the general aggregate.

**7. ILLEGAL IMMIGRATION REFORM.** Vendor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Vendor warrants that it has registered with and uses the federal work authorization program commonly known as E-Verify. Vendor further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Vendor warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of services in satisfaction of this contract.

**8. ACCESS CARDS FOR VENDOR EMPLOYEES.** All Vendor employees performing services in GBA facilities or on GBA properties must be issued an access card by GBA's Parking Services Office. Each Vendor employee is subject to criminal background check by GBA's third party investigation firm as a condition of issuance of an access card. Vendor is responsible for payment of all costs incurred by GBA in the performance of the background checks and issuance of access cards. The requirement for access cards does not apply to Vendor employees performing delivery services only.

**9. SEXUAL HARASSMENT PREVENTION.** The State of Georgia is committed to providing a workplace environment free from sexual harassment for its employees and for all persons who interact with state government. The State of Georgia requires that its contractors and their employees and subcontractors who interact with State employees to act in a professional manner to contribute to a work environment that is free from sexual harassment. The State of Georgia has adopted a Statewide Sexual Harassment Prevention Policy, a copy of which is available on-line at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>. Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy, all contractors who are regularly on State premises or who regularly interact with State employees must complete sexual harassment prevention training on an annual basis. If Vendor has employees or Subcontractors that are regularly on State premises or who will regularly interact with State personnel, Vendor certifies that:

- Vendor will ensure that such employees and Subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy;
- Vendor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Vendor will ensure that such employees and Subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter;
- Upon request of GBA, Vendor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.