FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Cecil Moore, Director

OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD NIGP

REQUEST FOR QUOTE NUMBER: 11CR79166C

WILL BE RECEIVED UNTIL 2:00 P.M. June 28, 2011

DESCRIPTION: GLASS AND GLASS REPAIR SERVICES/GENERAL SERVICES

Quotes must be submitted electronically using our on-line Vendor Self Service system at www.fultonvendorselfservice.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:	E-Mail Address :	Telephone Number
CYNTHIA RICHARDSON	cynthia.richardson@fultoncountyga.gov	404-612-6959

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.fultonvendorselfservice@co.fultonga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print) **Date**

Title

***Signature of the person submitting QUOTE:**

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

Revised 01/2011

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://fultonvendorselfservice.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: 11CR79166C
Opening Date: June 28, 2011 AT 2:00 P.M. EST

GLASS AND GLASS REPAIR SERVICES
GENERAL SERVICES

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide all parts, labor, transportation and materials necessary to provide **Glass AND GLASS REPAIR SERVICES** for the General Services Department on an "as needed, when needed and if needed" basis for a twelve month period beginning date of award. All materials, supplies, services and/or parts supplied to Fulton County shall be of the highest quality and must conform to any related state, municipal, or federal standards and must be consistent with standard commercial practices.

2. CONTACT PERSON

Please contact Cynthia Richardson, Procurement Officer, at (404) 612-6959 or by e-mail cynthia.richardson@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 : GLASS AND GLASS REPAIR SERVICES

The repair services provided shall be, unless otherwise stated in the contract, in accordance with the method and practices of the original manufacturer's operations, maintenance and repair manuals.

3.1 Full inventory of glass and glass repair services must be available within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303.

3.2 Vendor must have valid insurance for covering the entire operation of delivery and installation/repair of glass.

3.3 The successful vendor shall demonstrate and guarantee in writing that his employees are certified technicians with at least five (5) years of experience on such work.

3.4 All personnel of the company that will work in County facilities must wear a uniform with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed on the back or both sides of the vehicle/s. At least one crewmember should be able to communicate in English.

3.5 Fulton County shall have the right to cancel the contract at any time in the event the successful vendor breaches any of the conditions in the contract.

3.6 Fulton County shall have the right to cancel the contract at any time in the event the successful vendor breaches any of the conditions in the contract.

3.7 The County may award in whole or in part or by section to more than one vendor. Failure to submit a bid price for an line item within a section may deem your quote “non-responsive” for that particular section.

3.8 Successful vendor must bid on all items.

***NOTE: All prices quoted are per square foot and* shall include all necessary edge work.**

4. PRICING SHEETS

ITEM NO.	Description	Sizes	Price Per Sq Ft
1.	Window glass, 1/16 thick single strength glass	SSG 1/16"	$
2.	Window glass, 1/8 thick double strength glass	DSG 1/8"	$
3.	Plate Glass - Clear	3/16"	$
4.	Plate Glass - Bronze	3/16"	$
5.	Plate Glass - Smoke	3/16"	$
6.	Plate Glass - Clear	3/8"	$
7.	Plate Glass - Bronze	3/8"	$
8.	Plate Glass - Smoke	3/8"	$
9.	Plate Glass - Clear	1/4"	$

10.	Plate Glass - Bronze	1/4"	$
11.	Plate Glass - Smoke	1/4"	$
12.	Laminated Safety Plate Glass -Clear	1/8"	$
13.	Laminated Safety Plate Glass - Clear	3/16"	$
14.	Laminated Safety Plate Glass - Clear	3/8"	$
15.	Laminated Safety Plate Glass - Clear	1/4"	$
16.	Laminated Safety Plate Glass - Clear	7/32"	$
17.	Laminated Safety Sheet - Clear	1/8"	$
18.	Laminated Safety Sheet - Clear	3/16"	$
19.	Laminated Safety Sheet - Clear	3/8"	$
20.	Laminated Safety Sheet - Clear	1/4"	$
21.	Insulated Glass Pane - Clear	1/8"	$
22.	Insulated Glass Pane - Clear	3/16"	$
23.	Insulated Glass Pane - Clear	3/8"	$
24.	Insulated Glass Pane - Clear	1/4"	$
25.	Insulated Glass Pane - Clear	3/4"	$
26.	Insulated Glass Pane - Clear	1"	$
27.	Custom Tempered Glass Panes – Clear	1/8"	$
28.	Custom Tempered Glass Panes – Clear	3/16”	$
29.	Custom Tempered Glass Panes - Clear	3/8"	$
30.	Custom Tempered Glass Panes - Clear	1/4"	$
31.	Custom Tempered Glass Panes – Clear	3/4”	$
32.	Acrylic Plastic Sheets - Plexiglas	1/8"	$
33.	Acrylic Plastic Sheets – Plexiglas	3/16”	$
34.	Acrylic Plastic Sheets – Plexiglas	3/8”	$

ITEM NO.	Hourly rate for normal work hours for glass/Plexiglas repair/installation**	
35.	Journeyman: One Story	$
36.	Journeyman: Two+ Stories	$
37.	Apprentice: One Story	$
38.	Apprentice: Two+ Stories	$
	**Hourly rate for work beyond normal work hours for glass/Plexiglas repair/installation: ** **	
39.	Journeyman: One Story	$
40.	Journeyman: Two+ Stories	$
41.	Apprentice: One Story	$
42.	Apprentice: Two+ Stories	$

****Note:** Normal work hours: 7.00 AM to 5.00 PM, Monday through Friday excluding Fulton County holidays.

Beyond normal work hours: 5:00 PM to 7:00 AM Monday through Friday, Weekends and Fulton County holidays.

5. SPECIAL CONDITIONS/INSTRUCTIONS

AWARD

The items listed are only a representative sample of the products that the department may purchase from the vendor, and will be used for price comparisons between vendors.

The County may award in whole or in part or by section to more than one vendor. Failure to submit a bid price for any line item with a section may deem your quote "non-responsive" for that particular section. Price quotes will include all transportation charges fully prepaid to one of the following:

a. Fulton County Department of General Services

Inventory Control, 3295 Aviation Circle, Building C,
Atlanta, Georgia 30336

b. Fulton County Government Center
Loading Dock, 141 Pryor Street
Atlanta, Georgia 30303

c. Fulton County Justice Center
160 Pryor Street
Atlanta, Georgia 30303

The successful quoter agrees to supply three (3) complete sets of manufacturer's product catalogs and price lists, including applicable discounts, before the start of this contract. Failure to supply such price lists within ten (10) days after a quote award may be cause for an immediate end of the award and appointment of the next lowest responsible quoter.

- The price and product description column used must be designated by the quoter.
- Photocopies of manufacturer's price list and/or computer printouts must be clear and legible.
- Blurred copies and distributor inventory in price lists will not be acceptable.
- Pencil, typewritten, or pen and ink changes in price lists will not be acceptable.

The successful quoter must furnish additional copies of above price lists and supplements of all superseding manufacturer's published price lists during the contract to Fulton County's General Services Department and any other department, upon request at no charge to the County.

***NOTE: All prices quoted are per square foot and* shall include all necessary edge work.**

Contractor shall provide estimates at no additional charge.

Working Hours

This contract is to provide services twenty four (24) hours a day, seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 A.M. to 5:00 P.M., Monday through Friday excluding Fulton County holidays. All work performed outside of normal work hours (including weekends and holidays) will be paid at quoted rates subject to a maximum of 1.5 times the rate of the basic quote. Holiday rates will only apply to holidays observed by Fulton County. The successful quoter is required to respond to all service calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

Required Submittals

The quoter must submit documentation certifying that they have a minimum of three (3) years experience in replacement and/or repair of glass. The quoter must submit a list of at least two (2) of his employees who are certified technicians with at least five (5) years experience on such repair work. (this information can be faxed 404-893-1740, e-mailed or attached to quote on the web)

A._____

B._____

Inventory

Is full inventory of Glass and Glass Repair Services available within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303? (vendor please enter this information in comment section on the web)

Address of location of product and services:

_____

_____

Vendor understands that having inventory stocked within a fifty (50) mile radius of Fulton County Government Center at 141 Pryor Street, Atlanta GA 30303 will be a factor considered for evaluating the bid.

Delivery

Requirements will be as required by the individual department managers. The quoter is required to respond to requests for delivery of goods in accordance with the following criteria:

A.	Emergency Requests:	Delivery within eight (8) hours.
B.	High Priority:	Delivery within seventy-two (72) hours.
C.	Routine Requests:	Delivery within five (5) days.

Response Requirements for Service Calls

A.	Emergency Requests:	Response within two (2) hours.
B.	High Priority:	Response within eight (8) hours.
C.	Routine Requests:	Response within seventy-two (72) hours.

Failure to adhere to this delivery schedule may be grounds for termination of the contract.

Evaluation

To determine the lowest, most responsive bid, Fulton County will consider the following information in the quotes:

- Prices quoted for the material listed in **4. Pricing Sheets**.
- Labor charges quoted against Items 35, 36 and 37, 38 in
- **4. Pricing Sheets.**

Note: Quoting lowest price on one or more items in the group will not be a sufficient reason for receiving a contract for that item.

To determine the most responsible bidder Fulton County will consider the following information which the bidders must include with their quote:

- Bidder has submitted proof of insurance as required
- Location of bidders facility
- Bidders ability to meet delivery requirements as required

Invoices

Invoices submitted against the contract must include the purchase order number, item number (s) and item description (s), list prices, applicable discounts, and net prices. The quoter may be required at times to furnish items not designated in this quote. The invoice must clearly indicate that these items were not included in the original quote. Under this circumstance the quoter must indicate on the invoice the applicable price list (s) for the item(s). If this price list (s) was not previously supplied, the quoter will include it with the submission of the invoice. Failure to submit this information will result in the invoice being rejected for payment.

Invoices relating to repair services carried out shall clearly indicate the name and/ or asset number of the building where repairs are done. Invoices shall not reflect work done on more than one building. All such invoices shall be forwarded only to the authorized person requesting the service.

Invoices will be returned unpaid to the contractor when one of the following conditions exists:

A. Invoices do not contain all the required information.
B. List price on the invoice does not correspond to the latest price.

Send invoices to the following addresses only (depending on who called for the services) to speed up the payment procedure:

Central Zone: General Services Department
160 Pryor St. Suite B-4
Atlanta, GA. 30303
(404) 612-5965 Fax: (404)730-5962

North Zone: General Services Department
3929 Aviation Circle Building B
Atlanta, GA 30336
Phone: (404) 612-0170 Fax: (404) 505-5752

South Zone: General Services Department
5590 Stonewall Tell Road
College Park, GA 30349
Phone: (770) 612-0177 Fax: (770) 306-3247

Required Lists

The pricing list is a representative sample of products which Fulton County may require. Fulton County does not guarantee that all items from the list will be

procured, nor does it guarantee any minimum quantities. This list will be used for comparison of quotes for deciding the contract, and for procurement when the contract is finalized.

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 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. Proof of insurance must be received by Fulton County Government prior to the start of any activities/services as described in the bid. 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.
Employer's Liability Insurance	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
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. **UMBRELLA LIABILITY**
   (In excess of above noted coverage's) Each Occurrence - $5,000,000

5. **FIDELITY BOND AND CRIME**
   (Employee Dishonesty) (Theft) Each Occurrence **-** $ 100,000
   Above to include 3rd Party Coverage

Certificates:

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 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), 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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss. Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor 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 t protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, 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:_____