



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER:		12CT83199A
WILL BE RECEIVED UNTIL Monday, April 23, 2012 @ 2:00pm local prevailing time		
LAST DAY FOR QUESTION IS APRIL 20,2012 AT 5:00PM EST		
DESCRIPTION: Safety Boots (Steel/Composite Toe) for Public Works Department		
Quotes must be submitted electronically using our on-line Vendor Self Service system at www.fultonvendorelfservice.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 <u>ONLY</u> 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: Carolyn Towns	E-Mail Address : carolyn.towns@fultoncountyga.gov	Telephone Number: (404) 612 4208
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.fultonvendorelfservice.co.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, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & 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.

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

COMPANY: _____ **SIGNATURE:** _____

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

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

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 12CT83199A
Opening Date: April 23, 2012 @ 2:00pm EST.

Safety Shoes
Department of Water Resources

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Safety Shoes on an as needed basis for the Water Resources Department for 12 months from the date of award.

2. CONTACT PERSON

Please contact Carolyn Towns, Procurement Officer, at (404) 612-4208 or by e-mail carolyn.towns@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.fultonvendorelfservice.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

The department of Water Resources has a shoe allotment per employee. It will be the vendor's responsibility to obtain the specified allotment from the department's contact person. The County will not is responsible for payment of invoices that exceed the County's maximum allotment. To alleviate any confusion regarding invoices and private sales County employees are restricted from entering into any private sales, transactions until after they have met their individual shoe allotment and order(s) has been delivered complete.

Vendor agrees to submit one (1) sample pair upon request at no additional cost to Fulton County. Failure to submit samples upon request will be grounds for rejection. Samples will be properly marked with the quotation number, vendor's name, item name and style and/or model number. If not mutilated or destroyed in the examination, the vendor will be responsible for removal of samples at his expense within thirty (30) days of contract award. If the vendor fails to remove samples within thirty (30) days, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property. The vendor(s) will be required to fit all employees, regardless of size.

The successful vendor agrees not to sell or provide employee data, in any form, to any other party other than to authorized County personnel.

“Any manufacturers’ names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Quotes will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.”

Submittals: Vendor shall submit the information requested in “comment “for Manufacturer names, & style No. on the Commodity Response Screen while entering the bid pricing. This information will be used for evaluation purposes in conjunction with lowest bid pricing for determination of the lowest responsive and responsible bidder.

4. PRICING SHEETS

1. Cofra Winnipeg, Black, Mfg# 82010-CU1, 6 inch boot with I/C 75 composite toe cap, APT fabric puncture resistant plate, EH rated, Size 6 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$___
2. Cofra Winnipeg, Brown, Mfg# 82010-CU2, 6 inch boot with I/C 75 composite toe cap, APT fabric puncture resistant plate, EH rated, Size 6 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$_____
3. Cofra Winnipeg, Black ,6 inch boot with I/C75 EH PR upper water repellent leather grain, Lining: cambrelle 100% polyamide breathable, absorbing and releasing moisture, abrasion resistant. Foot bed: soft PU gel insole, anatomic removable covered with cloth. Sole: P/U Nitrile rubber resistant up to 672 deg. F. Toe Cap Nonmetallic. Plate: Nonmetallic APT plate. Size 6 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$_____
4. Cofra Trenton, black, Mfg# 82390-CU0, low cut shoe, with I/C 75 composite toe cap, APT fabric puncture resistant plate, EH rated, Size 6 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$_____
5. Cofra Buffalo, Wheat, 6 inch boot, with I/C 75 EH PR , water repellent nubuck. Cambrelle 100% polyamide breathable absorbing and releasing moisture, abrasion free. Soft PU and Gel insole, anatomic, removable, covered with cloth. PU nitrate rubber resistant up to 572 deg. F, nonmetallic top return. Nonmetallic APT plate, Size 6 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.

Price per pair \$____

6. Cofra Franklin, black and grey tennis shoe, with I/C 75 SD PR air freedom, high tenacity, nylon fabric and microtech breathable, absorbs and release moisture. Soft PU insole, full piece, anatomic, removable, cloth. Sole: PU/TPU. Toe Cap: nonmetallic top return and APT plate. Size 4 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____
7. Cofra Hero, 8 inch boot, with I/C75 EH PR composite toe cap, water repellent grain leather and Cordura breathable textile, absorbing and releasing moisture, abrasion resistant. Soft PU and GEL insole, anatomic removable foot bed. PU/Nitrile resistant to + 572 deg. f, nonmetallic TOP return and nonmetallic plate. Size 6 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____
8. Georgia Boot; mfg# G3374, 6 inch, Soggy Brown boot, with abrasion resistant. Chemical resistant, Cushioning, Flexibility, Non marking Sole, oil resistant and slip resistant. Full grain leather, steel shank, mesh covered foot bed, EVA midsole.
Size 5 thru 11 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name
Style No.
Price per each pair\$____
9. Georgia Boot; Trail blade spacer mesh athletic lining, breathable light weight. Reflective highlights on toe. Eva comfort foot bed. Oil and slip resistant rubber EVA outsole.
Size 6 thru 13 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____
10. Cofra Protector Mfg# 7110R-CU0, 6-inch boot, with I/C75 Steel Toe, APT fabric puncture resistant plate, EH rated, with composite metatarsal protection, or equal. Color: Black.
Size 6 thru 12 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____
11. Cofra Chemical, Mfg# 34851-CU0, 6 inch boot, with I/C75 Steel Toe, APT fabric puncture resistant plate, static dissipative rated, to include chemical protection against weak acid and bases, and against sprays of aggressive acid. Color: Black, Size 5 thru 13 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____

- 12.** Cofra Analyst, Mfg# 34841-CU0, low cut shoe, with I/C 75 Steel Toe, APT fabric puncture resistant plate, static dissipative rated to include chemical protection against weak acid and bases and against sprays of aggressive acid or equal. Color: Black Size 5 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____
- 13.** Cofra Hero, Mfg# 82250-CU0, 8 inch boot, with I/C75 composite toe cap, APT fabric puncture resistant plate, EH rated, with zipper side, or equal. Color: Black Size 6 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____
- 14.** Georgia Boot, Prolight Tan 6 inch boot, with full grain leather and durable nylon, 400g thinsulate.
Size 5 thru 10 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No
Price per each pair\$____
- 15.** Cofra Roughneck, water repellent Pull-up Nubuck, Cambrelle 100% polyamide, breathable, absorbing and releasing moisture, abrasion resistant. Soft PU and Gel anatomic removable insole. PU/Nitrile rubber resistant up to 572 deg. F
Size 4 thru 14) half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____
- 16.** Georgia Boot Soggy Brown Giant, Mfg# G8374, 8 inch boot, with I/C75 steel toe, full oil resistant rubber around boot, steel shank, with Goodyear welt construction, EH rated or equal. Size 7 thru 17 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____
- 17.** Cofra, Wetland, 6 inch, water repellent leather. Cofra Tex waterproof membrane. Foot bed: full piece removable covered with texelle. Sole: dual density PU. Toe Cap: Steel. Plate: Steel . Size 6 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No
Price per each pair\$____
- 18.** Rocky Boot, 5 inch Deer Brown Soggy, Mfg# 6114, with I/C75 Steel Toe, EH rated, men's work boot, waterproof, oil and slip resistant Mobilite outsole, or equal. Size 7 thru 14 (half sizes included)
Estimated Quantity – 50 per various sizes
Manufacturer Name:
Style No.
Price per each pair\$____

19. Cofra, Pueblo, 6 inch water repellent pull up Nubuck with cambrelle lining, 100% polyamide, breathable, abrasion resistant, Foot bed soft PU and Gel covered with cloth. P U/Nitrile rubber resistant sole. Toe cap: nonmetallic and a nonmetallic plate.

Size 4 thru 14 (half sizes included)

Estimated Quantity – 50 per various sizes

Manufacturer Name:

Style No.

Price per each pair \$ ____

5. SPECIAL CONDITIONS/INSTRUCTIONS

SELECTED VENDOR MUST DELIVER BOOTS THREE DAYS AFTER MEASUREMENT OR HAVE A MOBILE SHOE FACILITY. NO EXCEPTIONS

Each of the safety shoes mentioned in this specification shall meet or exceed the following requirements:

A. Toe Cap: The toe cap shall be of the non metallic top return type, exceeding impact and compression rating of ASTM F2413-05 or I/C75 Standards.

B. Puncture Resistant: The puncture resistant shall be of the APT Fabric material type, meeting ASTM F2413-05 "PR" Standards. Each safety shoe shall have a fabric puncture resistant plate.

C. Electrical Hazard: Each boots and shoes mentioned in this specification must have an electrical hazard protection rating of ASTM F2413-05.

D. Water Repellent Grain Leather.

E. Lining: Shall be of the CAMBRELLE 100% polyamide, breathable, absorbing, and releasing moisture, abrasion resistant type.

F. Footbed: Shall be of a soft PU and gel insole, anatomic, removable, and covered with cloth type to insure the gel inserts guarantees stability and comfort.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Safety Shoe Supplier

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Scope of Services 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 provided to Fulton County Government prior to the start of any activities/services as described in the contract document(s). Any and all Insurance Coverage(s) 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.

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	\$100,000
Employer's Liability Insurance	By Disease	Policy Limit	\$500,000
Employer's Liability Insurance	By Disease	Each Employee	\$100,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Legal Liability to Participants	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$300,000
Medical Payments for Participants	Limits	\$25,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. 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 insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability and Auto Liability (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Parks and Recreation Department
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.**

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 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.

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: _____