



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000- 2008 Achievement of Excellence in Procurement Award
National Purchasing Institute

Felicia Strong-Whitaker, Interim Director



REQUEST FOR QUOTE NUMBER: 09RH68764YA

WILL BE RECEIVED UNTIL 2:00PM WEDNESDAY JULY 8, 2009

DESCRIPTION: CLINICAL LABORATORY TESTING SERVICES - Fulton County Department of Mental Health, Developmental Disabilities and Addictive Diseases

Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at www.fultonvendorelfservice.cofulton.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:
RODNEY HERNE, Procurement Officer

E-Mail Address :
rodney.herne@fultoncountyga.gov

Telephone Number:
(404) 612-4216

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.fulton.ga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print) Date

Title

*Signature of the person submitting QUOTE:

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

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at www.fultonvendorservice.co.fulton.ga.us. 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:09RH68764YA

Opening Date: July 8, 2009

FULTON COUNTY DEPARTMENT OF MENTAL HEALTH, DEVELOPMENTAL DISABILITIES, AND ADDICTIVE DISEASES (MHDDAD) – Clinical Laboratory Testing Services

1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified Vendors to provide clinical laboratory testing services for the Department of Mental Health, Developmental Disabilities and Addictive Diseases for a period of twelve (12) consecutive months from date of contract on an “as, if and/or when” needed basis.

2. CONTACT PERSON

Please contact Rodney Herne, Procurement Officer at (404)612-4216 or by e-mail rodney.herne@fultoncountyga.gov with any procedural or technical questions. **All questions should be submitted in writing to the Department of Purchasing & Contract Compliance 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.fultonvendorelfselfservice.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 on line and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

Qualified vendor(s) will provide clinical laboratory testing services for the Department of Mental Health, Developmental Disabilities and Addictive Diseases.

- 1) The Phlebotomist will come to the MHDDAD, Drug Abuse Center to draw blood on an “if needed, as needed, and when needed” basis for consumers who have difficulty in getting to and from the lab, as determined by MHDDAD staff.
- 2) The successful vendor shall supply all containers, syringes and any other material(s) and/or equipment necessary for the collection and handling of specimens.
- 3) The courier will pick up specimen materials collected by the center’s staff, with provisions for security and refrigeration as needed.
- 4) Laboratory results shall be faxed to the MHDDAD within twenty-four (24) hours.
- 5) Grossly abnormal or dangerous results shall be called in immediately.
- 6) Consultation shall be available upon request.
- 7) Provide serum levels of psychotropic medications
- 8) Must provide customized forms for ordering tests for MHDDAD centers.
- 9) Must have a Service Department for staff to call for results and services
- 10) Must be fully self-insured.
- 11) Laboratory must have procedures for addressing client complaints.

- 12) Must have procedures for continuous quality improvement, with scheduled reports that are shared with MHDDAD's quality improvement staff.
- 13) Program services covered under this bid will be offered and available Monday through Friday, 8:30 a.m. – 5:00 p.m.
- 14) The successful vendor(s) must be able to provide one (1), a combination and/or all of the following clinical laboratory services: Comprehensive Metabolic Panel, CBC (Complete Blood Count with Diffuser), Basic metabolic Panel, Dilantin, Drug Screen, Glucose Serum, Iron and IBC (Iron Building Count), Lipid Profile, Lithium, Hepatitis panel (A – Anti Body, Antigen/ C Anti Body), Phenobarbital, Pregnancy Test (Qual), Pregnancy Test, Serum HCG 9Human chronic Gonadotrophin), PSA (Prostate Specific Antigen), RPR (Rapid Plasma Reagin), Tegretol (Carbamazepine), TSH (Thyroid Stimulating Hormone), Thyroid Profile, Urinalysis, Valproic Acid (Dspekane).
- 15) The successful vendor(s) shall submit invoices in a manner designated by the Fulton County MHDDAD Department. Invoices submitted against the contract must include the purchase order number, item number(s) and item description(s), net prices, and date of service. All such invoices shall be accompanied by supporting documentation and other back-up material such as shall be reasonably required by the County. In the event an invoice does not contain the information or the price on the invoice does not correspond to the bid price, it will be returned unpaid to the vendor. Invoices should be sent to the address below to expedite payment of invoices:

Fulton County MH/DDAD Department
 Attn: Linda Jefferson (404) 730-1059
 115 Martin Luther King Jr., Drive, Suite 277
 Atlanta, GA 30303

4. PRICING SHEETS:

Listed below are the required drug screen tests:

“Routine” drug screen for cannabiniods & cocaine.

Price per test for 75 tests per month:	\$_____ (1)
Price per test for 100 tests per month:	\$_____ (2)
Price per test for 200 tests per month:	\$_____ (3)

“Modified” drug screen for amphetamines, barbiturates, benzodiazepines, methadone, opiates, and phencyclidine.

Price per test up to 500 tests per month	\$_____ (4)
Price per test over 500 tests per month	\$_____ (5)

Full” drug screen for amphetamines, barbiturates, benzodiazepines, methadone, opiates, phencyclidine, cocaine, methaqualone, cannabinoids, and propoxyphene.

Price per test for 25 tests per month:	\$_____ (6)
Price per test for 50 tests per month:	\$_____ (7)
Price per test for 75 tests per month:	\$_____ (8)

“Modified” drug screen (MDS) plus one, two, or three additional drugs including: alcohol, cannabinoids, cocaine, methaqualone, or propoxyphene.

Price for MDS plus one (1) additional test: \$_____ (09)
 Price for MDS plus two (2) additional tests: \$_____ (10)
 Price for MDS plus three (3) additional tests: \$_____ (11)

All positive test results must be verified by repeat testing by same method.

Price for confirmation test (if required by the Medical Director) using cg/ms methods:
 \$_____ per CONFIRMATION (12)

The successful vendor(s) must be able to provide one (1), a combination and/or all the services outlined below. Clinical laboratory services are listed below.

The following tests and laboratory fees shall apply:

CPT code	Screening and Pricing Diagnostic Procedures	Pricing Per Item
80005	Comprehensive Metabolic Panel	\$_____
85025	CBC (Complete Blood Count with Diffuser	\$_____
80049	Basic Metabolic Panel	\$_____
80185	Dilantin	\$_____
80100	Drug Screen	\$_____
82947	Glucose Serum	\$_____
83550	Iron and IBC	\$_____
83540	(Iron Building Count)	
80061	Lipid Profile	\$_____
80178	Lithium	\$_____
80059	Hepatitis panel (A – Anti Body/ B – Core Anti Body, Surface Anti Body, Antigen/ C Anti Body	\$_____
80184	Phenobarbital	\$_____
84703	Pregnancy Test (Qual)	\$_____
84703	Pregnancy Test, Serum HCG (Human Chronic Gonadotrophin)	\$_____
84153	PSA (Prostate Specific Antigen)	\$_____
86592	RPR (Rapid Plasma Reagin)	\$_____
80156	Tegretol (Carbamazepine)	\$_____
84443	TSH (Thyroid Stimulating Hormone)	\$_____
80091	Thyroid Profile	\$_____
81003	Urinalysis	\$_____
80164	Valproic acid (Dspekane)	\$_____

Note: Psychotropic blood levels include but are not limited to those listed above.

5. SPECIAL CONDITIONS/INSTRUCTIONS

1. The laboratory will furnish all tests as listed in Section 4 under Pricing.
2. The laboratory will furnish a daily courier service to pick up specimens at the Center for Health and Rehabilitation (CHR), 265 Boulevard, N.E., Atlanta, Georgia 30312. These pick up and delivery will occur each day by 4:00 P.M. EST., Monday through Friday, excluding Fulton County holiday(s). The Neighborhood Union Program, 186 Sunset Avenue, NW, Atlanta, GA 30314, will need to have a courier to pick up between 8:00 – 9:00 a.m. on Tuesday, Wednesday and Friday excluding Fulton County holiday (s.)
3. All supplies necessary to prepare the specimens for testing will be furnished to CHR by the vendor. The courier will pick up specimen materials collected by each center's staff, with provisions for security and refrigeration off-site as needed. (Example: urine specimen containers, (refrigerated if required) labels, and request (patient forms). Cost of all supplies will be included in the price per test which is located in the pricing section of this quote.
4. The laboratory will furnish a direct communication system so that the CHR medical staff can obtain test results in case of courier delays or medical treatment requirements. This system may be in the form of a fax system, "dial up" phone connection, or a computer printer with inquiry capability.
5. Individual test results will be furnished to the CHR the day following the pick up of a specimen. A twenty-four (24) hours turn around time on lab service is fundamental to MH/DD/AD Center operations. All Neighborhood Union program reports will be faxed to the Program Manager within 24 hours. However, in the event of an emergency vendor will have two (2) hours to respond by stating – "yes, I received your phone call or fax and we're working to resolve it and we'll contact you with an update".
6. The laboratory will have the capabilities to keep the reports of all tests confidential and protected under the Health Insurance Portability and Accountability Act (HIPPA). The system or reporting and delivering test results will be reviewed and approved by the Fulton County Mental Health, Developmental Disabilities and Addictive Diseases, Medical Director.

6. INSURANCE AND RISK MANAGEMENT PROVISIONS MEDICAL SERVICES

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 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 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 bid document(s). 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	\$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 (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$ 100,000

CGL - No Exclusion for Sexual Abuse Allegations

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$500,000
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(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY

(In excess of above noted coverages) Each Occurrence \$1,000,000

5. PROFESSIONAL LIABILITY(Medical Malpractice) SEE BELOW (Scale)

Contract Value – Under \$5,000,000	Per Claim/Aggregate	\$1,000,000/\$2,000,000
Contract Value - \$5,000,000 - \$10,000,000	Per Claim/Aggregate	\$2,000,000/\$4,000,000
Contract Value – Over \$10,000,000	Per Claim/Aggregate	To Be Determined (TBD)

Professional Liability (malpractice) to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.

If General Liability and Professional Liability (Malpractice) and Umbrella coverage provided on a Claims-made basis, must be kept in force and uninterrupted for a period of five (5) years beyond policy expiration. If coverage is discontinued for any reason during this five (5) year term, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional E&O), 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 and notices **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

Certificates **must** list Project Name (where applicable).

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/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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: _____