



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

REQUEST FOR QUOTE NUMBER:
WILL BE RECEIVED UNTIL

08CT60255YB
02/18/08 at 2:00 p.m. EST.

DESCRIPTION: **Emergency Vehicle Equipment and Installation Service**
(Police Department) *** **(This quote is accessible through Fulton County website.)*****

Return to:
FAX QUOTES ARE * ACCEPTABLE
Direct Fx# (404) 893-1727
(404) 893-6587 OR
(404) 893-6588

Fulton County Purchasing Department
Public Safety Building, Suite 1168
130 Peachtree Street, S.W.
Atlanta, Georgia 30303
(404) 730-5800

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: Carolyn Towns	E-Mail Address : Carolyn.Towns@fultoncountyga.gov.	Telephone Number: (404) 730 4208
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All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also 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:

City	State	Zip Code
Telephone Number:	Fax Number:	E-Mail Address:

RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

Person submitting QUOTE: (Please Print) Date

Title

*Signature of the person submitting QUOTE:

*This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, 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.

NO BID:

REASON: -

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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 signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions. The signed form must be submitted with your bid. Failure to do so may result in your bid being found non-responsive.

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 may be submitted for quotes on the Vendor Self Service system at www.fultonvendoreselfservice.co.ga.us, fax, or in person. Responses must be delivered to the Purchasing Office by the date indicated on the Request for Quote cover sheet. **Quotes will be received until 2:00 p.m.** on the date indicated. Quotes should be submitted on the forms provided by the County. Quotes must be signed by an authorized employee, if submitting a hardcopy.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NO BID.** Persons desiring not to submit a quote should return the acknowledgement marking it "No-Bid", not later than the stated submittal deadline.
5. **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.
6. **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.
7. **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.
8. **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.
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

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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

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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, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing 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.

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Emergency Vehicle Equipment and Installation Service
Police Department

1. DESCRIPTION:

Fulton County Purchasing Department is soliciting quotes from qualified vendor(s) to provide specialized **Emergency Vehicle Equipment and Installation Service** to the **Police Department** on an as, if and/or when requested basis for a period of twelve months from the date of award. This contract may be renewed for an additional twelve-month period at the discretion of the County.

Fulton County reserves the right to accept or reject any or all bids, or any part thereof, and to waive any technicalities. The county prefers to make a single award for all items and services listed. Separate awards may be made by group or line item, if it appears to be in the best interest of the county to do so.

2. CONTACT PERSON:

Please contact Carolyn Towns at (404) 730-4208 or by e-mail **Carolyn.Towns@fultoncounty.ga.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 on line and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

These specifications detail equipment and installation for the following vehicles:

1. Unmarked Pursuit Vehicles-Ford Crown Victoria Police Interceptor
2. Marked Security Vehicles-Chevrolet Impala 9C1 Sedan

Quantities:

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The Fulton County Police Department will not be required to purchase any minimum or maximum quantities under this contract. However, in order to assist bidders in their response to this solicitation, the numbers of vehicles in each category ordered by the Police Department at the time of this solicitation are provided below:

Unmarked pursuit - 3

Marked security - 2

4. PRICING SHEETS

1. Unmarked Pursuit Vehicles-Ford Crown Victoria Police Interceptor

Dash LED Light- Blue

Code 3 WA6VS, 6 UP LED light with mounting bracket, headliner mounted, and right of rearview mirror

Concealed strobes

Whelen SPS660CCCCSP: Six (6) Hide-a-way clear strobes- 2 @ front marker lights, 2 @ rear stop/parking lights and 2 @ back up lights

Grille Lights- Blue

Two Code 3 OPXB3-B, 3 UP LED lights with OPX390 mounting brackets

Headlight Flasher

Standard wigwag pattern as a minimum. Whelen UHF2150 or equivalent

Rear Top Mount LED Lights- Blue

Top Mount Wingman WM933CV05 6 Optix lights

Rear Deck LED Lights- Blue

Code 3 Wingman, 2 blue Optix LED modules one mounted on each side of center brake light, # WM233CV

Rearview Mirror LED Lights- Blue

Code 3 LXEXB1F-B Blue LED with LXOMMNT-CV mounts

Electronic Siren and Light Controller

Whelen 295HFSA6 Siren and light controller- Switch box will be an all in one siren and light control with 4-position slide switch, 6 push button switches, and park-kill and timed out relay.

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Siren power will be controlled by the ignition switch. Lighting power will be supplied independent of the ignition switch.

Siren Speaker

Whelen SA314P, nylon/composite housing, 100-watt output, 123dB, w/mounting bracket, grill mounted.

12V Power Accessory Multi Outlet

Three outlets w/15 amp auto-reset circuit breaker-mounted under the dash, passenger side.

Control Head Mount

Mount to securely hold siren and light control box and Motorola Astro XTL 5000 Mobile Radio Type W7 Control Head

Control heads should be floorboard center mounted in such a manner that they do not block access to or interfere with the operation of vehicle controls, instruments and accessories including air conditioning controls and cup holders.

Interior Dome Light

Sound off ECVDMLTALCV 12v white/red LED interior dome light.

Fire Extinguisher

UL rated, dry chemical, for A, B and C type fires, 5 lb. capacity, refillable, with mounting bracket. Brooks Fire Equipment Model A500T or equivalent.

TOTAL \$ _____

2. Marked Security Vehicles-Chevrolet Impala Sedan

Dash LED Light- Amber

Code 3 WA6VS, 6 UP LED light with mounting bracket, headliner mounted, right of rearview mirror

Rear Deck LED Lights- Amber

Two Code 3 WA6VS, 6 UP LED light with mounting bracket, one mounted on each side of center brake light, amber color

Light Control Switches

Two (2) illuminated rocker switches, dash mounted, one for dash light, one for rear deck lights

12V Power Accessory Multi Outlet

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Three outlets w/15 amp auto-reset circuit breaker-under dash mounted, passenger side.

Fire Extinguisher

UL rated, dry chemical, for A, B and C type fires, 5 lb. capacity, refillable, with mounting bracket. Brooks Fire Equipment Model A500T or equivalent

TOTAL \$ _____

5. SPECIAL CONDITIONS/INSTRUCTIONS

Vendor Requirements

Installation Facility:

Vendor must maintain a climate controlled installation facility able to accommodate a minimum of five (5) full size sedans. Facility must be located no more than thirty (30) over the road miles from Police Headquarters located at 130 Peachtree Street SW, Atlanta GA.

Number of vehicles install facility can accommodate: _____(1)

Distance from Police Headquarters: _____(2)

Insurance:

Vendor must maintain a minimum of \$1,000,000.00 Garage Keepers Liability Insurance along with Workman's Compensation Insurance. Vendor must submit documentation with bid package.

Experience:

Vendor must have a minimum of 5 years experience installing emergency equipment and provide a minimum of three references of similar contracts to include similar scope and size. Vendor shall also provide documentation showing factory authorization to install emergency equipment. Such documentation shall be included with the bid package.

Number of years experience installing emergency equipment: _____(3)

References:

_____ (4A)

_____ (4B)

_____ (4C)

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Inventory:

Vendor must maintain inventory levels to enable off the shelf repairs or replacements of any defective equipment.

Repairs:

Vendor must provide repair of defective equipment within 48 hours of request by customer. Vendor must also diagnose and make appropriate repairs without leaving vehicle disabled waiting on parts.

Emergency Equipment Installation Specifications

Type of Wires:

All wiring shall be GXL high temperature automotive wire unless noted otherwise. All wires should be color-coded and a wiring diagram provided upon request.

Running of Wires:

All wiring shall be continuous runs without splices and/or butt connectors unless noted otherwise.

Fusing of Wires:

All wiring shall be properly fused and/or Circuit breakers used. Fuses/Circuit Breakers shall be rated at 125% of amperage draw and mounted as close as possible to the power source. A 150-amp master reset circuit breaker will be mounted under the hood to provide constant power to a console mounted fuse panel for accessories, which require constant power. This fuse panel will also include a grounding terminal block. An 80-amp solenoid will be installed under the hood to provide ignition power to console mounted fuse panel for accessories, which require ignition power.

Encasing & Routing of Wires:

All wiring shall be encased in split wire loom, routed away from heat and sharp objects. Grommets used where needed and/or required and properly secured. All wire will be neatly tied and secure. All holes drilled into vehicle will be properly sealed to ensure weatherproofing. Wire will be out of the way of any equipment that may be adjusted and not interfere with any moving parts in vehicle. Wherever possible wiring should be routed along with the vehicle manufacturers' wire harness. No wiring shall be run on the floorboard underneath the factory floor covering.

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Power Wires:

All power points will be taken directly from Battery Auxiliary Power Point.

Ground Wires:

All ground wires shall be connected to factory grounding studs/bolts unless noted otherwise.

Mounting of Equipment:

All of the equipment mounted shall be out of the Airbag Deployment Zone and easily accessible by user of equipment. Components shall be installed with quick disconnect connectors to allow for ease of replacement or repair.

Manufacturers Guidelines:

All installations shall be performed per manufacturers' specifications and/or instruction sheets provided with equipment.

Labor Warranty:

All labor must be warranted for a minimum of 2 years from the initial installation date or match the manufacturer's product warranty term whichever is greatest.

Uniformity:

All vehicles shall be equipped and installation performed identically to the others as per specs provided by the Fulton County Police. Any deviations of specs will require a written request and approval from Fulton County Police.

Maintenance Records:

Vendor must maintain a maintenance record of all vehicles, which are equipped. This log will include initial installation date, vehicle make/model/year/VIN/County issued identification number and tag number along with equipment installed and any repairs or additions made by vendor for the life of the vehicles while it is in service with the Fulton County Police.

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6. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and 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 Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. 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 \$500,000	BY ACCIDENT - EACH ACCIDENT
Employer's Liability Insurance \$500,000	BY DISEASE - POLICY LIMIT
(Aggregate) \$500,000	BY DISEASE - EACH EMPLOYEE

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability \$1,000,000	Each Occurrence -
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(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. **ELECTRONIC DATA PROCESSING LIABILITY**
(Required if computer contractor) Limits -
\$1,000,000

5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence -
\$2,000,000

6. **PROFESSIONAL LIABILITY** Each Occurrence -
\$1,000,000
(Required if respondent providing bid/quotation for professional services).

7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence -
\$ 100,000

8. **BUILDERS RISK:** *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000

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All other Perils

\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such 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.

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 shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

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

USE OF PREMISES

Contractor 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 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.

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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.

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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: _____

Exceptions of Specifications or Remarks:
