Department of Purchasing & Contract Compliance

Cecil S. Moore, Director

FULTON COUNTY

REQUEST FOR QUOTE NUMBER: 11SC78071A-DR

WILL BE RECEIVED UNTIL 04/25/2011 AT 2:00 P.M. EST, Last Day for Questions is April 15, 2011 at 2:00pm

DESCRIPTION: LASER IMAGE COURT DOCUMENT RECORDING SERVICES

Quotes must be submitted electronically using our on-line Vendor Self Service system at www.fultonvendorselfservice.co.fulton.ga.us. You must be a registered vendor in order to respond to quotes.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:	E-Mail Address :	Telephone Number:
Donald R. Riley, CPPB, APA	Donald.Riley@fultoncountyga.gov	(404) 612-7916

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

Company Name:

Company Address:

City	State	Zip Code

Telephone Number:	Fax Number:	E-Mail Address:

RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendorselfservice.co.fulton.ga.us BY THE TIME AND DATE INDICATED.

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

Title

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

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

REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS

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

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**

2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage. Response to quotes must be received no later than 2:00 p.m. on the date indicated.

3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.

4. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.

5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.

8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.

11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.

15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.

16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

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: 11SC78071A-DR
Opening Date: April 25, 2011 at 2:00 P.M. EST

LASER IMAGE COURT DOCUMENT RECORDING SERVICES
FULTON COUNTY PROBATE COURT

1. DESCRIPTION

Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Fulton County's Probate Court with recording services that will not require the purchase of hardware and/or software from date of award and continuing for twelve (12) consecutive months. It is the intent of the Probate Court to seek a Laser Image Court Document Recording Service. All hardware and/or software equipment and services will be provided by the vendor.

2. CONTACT PERSON

Please contact Donald R. Riley, CPPB, APA at (404) 612-7916 or by e-mail Donald.Riley@fultoncountyga.gov , with any procedural or technical questions. All questions should be submitted in writing to the Purchasing Department contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. PRODUCT/SERVICE SPECIFICATIONS:

3.1 Vendor shall operator for Laser Image Recording System for court documents.
3.2 Vendor shall the packaging and delivery of microfilm, CD's, and pre-punched paper for binders and other forms.
3.3 The on-site operator shall insert in or removal from binders as required of all sheets being scanned/imaged.
3.4 Computer workstation(s) with image recording software for recording. Station must include duplex laser printer and scanner. Replacement workstation (s) must be installed on location within two (2) working days in event of original equipment failure.
3.5 High quality Archival Laser printed pages.
3.6 Immediate Document Recording – (book/page/estate number) no waiting.
3.7 Court requires that no Fulton County Probate Court personnel be required to microfilm documents.
3.8 Eliminate photocopying as a requirement for recording.
3.9 Recorded (Images) documents available to the public via internet and County intranet.
3.10 Archival Security Microfilm sixteen millimeter (16MM).
3.11 Variety of Binders, Covers, and Paper choices for different Court volumes.
3.12 Create traditional hard copy compact book.
3.13 Special page formatting and printing software for compact book pages.
3.14 The Probate Court and Fulton County Information Technology Department will determine the validity of any substitutions.
3.15 Scan and print software system designed specifically for recording book and page and/or Court case (Estate) number for scanning and printing.
3.16 Windows XP, Windows 2000, Windows NT and MS DOS compatible.
3.17 Kofax imaging engine(s).
3.18 Kofax scanner interface.
3.19 Image capture in Group 4(d) tiff standard single page images.
3.20 Automatic image storage as multi-page volume/book (file).
3.21 Image file naming convention using: book/volume = folder and page =

nnnnnnnn.tif.

3.22 Automatic file name page number incrementing without user intervention.

3.23 Ability to scan and save alphabetic appendages to page numbers. i.e 228, 229A, 229B, 230……

3.24 Ability to scan 8.5" x 11" or 8.5" x 14" inch documents with standard scanner and 11" x 17 inch documents with optional scanner.

3.25 Ability to scan even numbered pages automatically (back to front).

3.26 Ability to scan odd numbered pages automatically (front to back).

3.27 Ability to scan using automatic document feeder and flatbed.

3.28 Ability to scan single page mode.

3.29 Ability to view images at scan and vary image DPI.

3.30 Ability to retrieve and view scanned pages by book and page court case (estate) number.

3.31 Ability to print images to archival quality paper in duplex mode with appropriate binding gutter for odd and even pages set automatically.

3.32 Ability to print singe page or entire book/volume or any part of a book/volume at any time.

3.33 Printer(s) provided to include imaging print accelerator designed to interface specifically with scan and print software.

3.34 No de-speckling, de-skewing, image reviewing or correction necessary.

3.35 Ability for user to create CD copies of Court cases and volumes/books for data backup and distribution to Information Technology.

3.36 Service to include the creation of sixteen millimeter (16mm) archival silver microfilm from scanned images – no subcontractors.

4. GENERALCONDITIONS AND/OR INSTRUCTIONS

4.1 Film type anti-halation, silver base Archival Standard Microfilm for recording.

4.2 Contractor shall provide the following:
Film return spools, cans, boxes, masks, targets, and filler sheets for compact book binders.

4.3 Contractor shall record and replace record book binders as needed.

4.4 Contractor shall provide recording order forms and binders to house same.

4.5 The successful contractor shall maintain records of all images received and shall transmit to the County with each shipment of prints, a copy of the record.

4.6 The successful contractor shall splice the master negative (camera) film into five (5) volume lengths, in strict consecutive book and page order and shall place it in a suitable label box. Any retakes that are necessary will be spliced into the film at the beginning of each book and will be accomplished by the buttweld method.

4.7 Since it is possible that some of the film or scanned images will include frames made from poor typewriter ribbons; poor ink quality or signatures that the image cannot be brought out on the electrostatic recording, the contractor will re-do these pages at the option of the Court on silver prints and on one hundred percent (100%) rag stock paper.

4.8 The successful contractor shall supply continuous quality and technical supervision of the entire service rendered. Contractor shall be responsible during the life of the contract to advise the Court of any changes or improvements in procedures or techniques, which may be required to improve the quality of the film image.

4.9 The successful contractor shall be responsible for servicing (and/or replacing) all equipment provided to the County for use in image scanning and shall have complete parts inventory available as well as a trained full time service technician available from Monday through Friday, 8:30 A.M. – 5:00 P.M. Eastern Standard Time (excluding Fulton County recognized holiday(s)).

4.10 The successful contractor shall review film and specify that the resolution and film

quality meet standards set the Georgia Microforms Act for any future use of such film.

4.11 The successful contractor shall send one (1) copy of the film to the Fulton County Records Center and forward one (1) copy to the State of Georgia Archives.

4.12 The successful contractor shall certify upon request at any time during the life of the contract, that the film has been processed in a deep well continuous film processor with automatic replenishment of chemicals and that daily test of hypo-content proved that none of the County's film has been reading in excess of .07 mag/sq. in using the methylene blue test. Contractor **must** have more that one (1) deep well processor on premises. Contractor **mus**t list make and model of deep well processors.

4.13 Contractor **must** be certified as an Eastman Kodak Laboratory and provide with quote the latest available test results from Eastman Kodak Laboratory. Test **must** include: methylene blue analysis, fixer analysis, quality control test and print film test.

4.14 Prints will be made directly from the scanned images.

4.15 Archival quality prints shall be produced on #1 linen ledger or equivalent (100% bright white paper, sub #24).

4.16 The finished trim of all sheets shall be 11" x 8.5" plus/min 1/64".

4.17 Prints will be made on both sides of each sheet.

4.18 Industrial archival printing equipment will only be used to insure archival quality and page number sequence. Office copy machines will not be allowed. Contractor to list of processing locations; the number of printing units and the capacity of each.

4.19 <u>COMPACT BOOK SPECIFICATIONS</u>: The binders are for a page size 11" binding side by 8 ½" wide. The capacity is to be 7/10". The sheet mechanism is to be designed for a round post, punching on ¾" centers. A binder consists of a front cover and back cover, four (4) expansion posts and a fly leaf containing the title and volume description lettered in positions that will match the front cover window and the backbone window of the book covers. All quoters must submit a sample binder, complete with image prints with quote.

4.20 <u>COVERS:</u> The covers shall be formed by injection molding of permanently flexible polypropylene material. The total volume thickness shall be approximately one inch (1"), with a hinge and locking mechanism which shall be molded as an integral part of each corner. The posts shall consist of inter-engaging legs. They shall be positioned symmetrically on 3 - ¼" centers. Color of covers will be either black or white. As specified by the Court Clerk.

4.21 <u>LOCKING ACTION</u>: When these legs are expended by means of a pin pushed into the hollow of the cylinder, they will lock together the two (2) covers and the record sheets contained therein. The act of punching the same pins out of the assembly will unlock the sheets and covers. The segments or legs attached to each of the covers shall also provide guideposts to act as locators for loose sheets as sheets are added.

4.22 <u>PROTECTIVE BOX</u>: When the front and back cover are assembled as described above, they shall provide friction or snap locks at the outer right hand edge that will engage under light pressure and that will release under light twisting or pressure on the lock. This locking action will be sufficiently strong to maintain light but continuous flattening pressure on the sheets contained therein. The two (2) covers so engaged together shall form a shape that will include rigid corner elements at each corner which will form a protective box-like structure when the binder is closed and locked.

4.23 <u>HINGES</u>: The hinge position shall be one inch (1") from the spine on front and back cover. The hinge shall be permanent, based on the characteristic of polypropylene material when molded in proper relationship of hinge thickness to base thickness.

4.24 <u>IDENTIFICATION OF CONTENTS</u>: The front cover shall contain a window approximately 2 ¾" x 3 ¾" for convenience in identifying the contents of the binder as lettered on the fly leaf.

4.25 <u>FLY LEAVES</u>: Each binder shall be equipped with a continuous fly leaf punched for the above spacing. The material shall be proxyline coated polylefin. The areas for

lettering shall be positioned compatible with the windows of the front cover and the spine of the book. The Probate Court has several volumes which will require a different color of fly sheet.

4.26 LETTERING: Binders are to be lettered as specifically requested by the Court Clerk. The Probate Court has several volumes which will require different lettering.

4.27 ON LOCATION LABOR: Contractor **must** provide an on-site operator on location to review documents, sort in order, remove staples, photocopy poor originals, and make a document darker when needed for optimal image reproduction. On-site operator **must** scan the original documents in exact order, re-assemble/re-staple originals after scanning/imaging and re-shelf as required by the Probate Court.

4.28 PARKING COST: Fulton County Government does not provide parking space for contractor. Contractor is responsible for all costs associated with vehicle parking which is approximately eight dollars ($8.00) per day.

4.29 CONDITIONS: As herein stated the records are the property of the Fulton County Probate Court and must not be released to any other party without written approval of the Court.

Contractor will provide all products and services related to image to film processing, scanning/imaging, and printing in a timely manner and must ensure that quality is maintained.

Contractor must effectively demonstrate its expertise in the field of archival duplex recording.

Contractor shall furnish the following information:

a). # of years of experience in Laser Image Recording
b). # of years of experience in Georgia Court documents
c). List at least of three (3) public agencies in Georgia presently using the services and products described in these specifications. Describe services rendered in each of the three (3) agencies.

Not withstanding anything to the contrary herein, contractor is to supply ample equipment and supplies as to make the system functional to the greatest degree and it is understood that as the demand increases, the equipment, service and supplies will increase in direct proportion.

5. PRICING SHEETS

Quote unit price per page to include the following:

On Location Labor	
Equipment	
Supplies	
16MM roll w/duplicate copy	
Record Book Binders	
Special Print Paper Stock	
Fly Leaves	
CDs of Filmed Images	
Other Service/Item Specified herein	
Unit Cost per page	
Estimated quantity of pages to film	100,000
Lump Sum Pricing	$

Contractor should quote on complete Laser Image recording service as set out in these specifications and not on separate items. Quote should be submitted on a cost per page basis covering all services as set out herein.

Approximate quantities needed for 2010 are approximately 100,000 pages of documents.

6. Insurance and Risk Management Provisions
Goods and Ancillary 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. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be received by Fulton County Government prior to the start of any activities/services as described in the bid. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	- EACH ACCIDENT	$1,000,000.
Employer's Liability Insurance	BY DISEASE	- POLICY LIMIT	$1,000,000.
Employer's Liability Insurance	BY DISEASE	- EACH EMPLOYEE	$1,000,000.

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

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

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
   Combined Single Limits Each Occurrence **-** $1,000,000
   (Including operation of non-owned, owned, and hired automobiles).

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

5. **FIDELITY BOND AND CRIME**

(Employee Dishonesty) (Theft) Each Occurrence - $ 100,000
Above to include 3rd Party Coverage

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

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

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

Such certificates should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

Fulton County Government - Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:_____SIGNATURE:_____

NAME:_____TITLE:_____DATE:_____