



# FULTON COUNTY PURCHASING DEPARTMENT

Effective September 1, 2008, the Department of Purchasing and Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system. You must be a registered vendor in order to respond to quotes. We look forward to doing business with your firm.

**REQUEST FOR QUOTE NUMBER: 08DM63486C**  
WILL BE RECEIVED UNTIL **September 8, 2008 @ 2:00 P.M.**

**DESCRIPTION: Process Based Leadership Training for managers & supervisors (General Services Dept.)**

Return to:  
FAX QUOTES ARE ACCEPTABLE  
404-893-1738  
Fulton County Purchasing Department  
Public Safety Building, Suite 1168  
130 Peachtree Street, S.W.  
Atlanta, Georgia 30303  
(404) 612-5800

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: Delores Miles	E-Mail Address : <a href="mailto:Delores.Miles@fultoncountyga.gov">Delores.Miles@fultoncountyga.gov</a>	Telephone Number: 404-612-5815
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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:

Company Address:

City	State	Zip Code
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Telephone Number:	Fax Number:	E-Mail Address:
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**RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.**

Person submitting QUOTE: (Please Print)	Date
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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 bidder 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: \_\_\_\_\_

**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 awarded 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.fultonvendorselfservice.co.ga.us](http://www.fultonvendorselfservice.co.ga.us), fax, or in person. Responses must be delivered to the Purchasing Department 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 stats 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 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, 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.**

**REQUEST FOR QUOTE**  
**Quote Number: 08DM63486C**  
**Opening Date: September 8, 2008 @ 2:00 P.M.**

**Process Based Leadership Training for managers and supervisors**  
**General Services Department**

**1. DESCRIPTION**

The Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Process Based Leadership Training for managers and supervisors to the General Services Department.

**2. CONTACT PERSON**

Please contact Delores Miles, Procurement Officer, at (404) 612-5815 or by e-mail [Delores.Miles@fultoncountyga.gov](mailto:Delores.Miles@fultoncountyga.gov), with any procedural or technical questions. **All questions should be submitted in writing to the Purchasing contact person.** Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

**3. SERVICE SPECIFICATIONS**

Process Based Leadership™ (PBL) is a management system, which uses non-negotiable business process to drive organizations to performance excellence and a culture of accountability. PBL is a solution designed to combat the current debilitated state of organizations and their leadership—perpetuated by a lack of structure, discipline and habit.

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Organizations must equip leaders with a [management] system that allows them to lead with confidence, focus, and a sense of urgency. This system must not be dependent on the power of the leader's personality. An effective system must have as its foundation the creation and utilization of non-negotiable business processes. Non-negotiable business processes are the minimum business processes required to be used by all levels of the organization to elevate expectations throughout the organization, build a sense of urgency to accomplish business goals, and lastly promote shared accountability to ensure business results.

Process Based Leadership™ promotes consistency and focus throughout the organization; therefore, assisting the organization in accomplishing its mission and achieving successful business results. Successful system integration of Process Based Leadership™ begins with the senior leadership team. Senior leaders must define, document and deploy non-negotiable strategies, then cascade them to the entire organization. Employees at all levels, then develop tactical systems to support the non-negotiable business processes. Once processes are implemented, routine process audits become necessary to ensure sustainment in an ever-changing business environment.

### **Communication Process**

The first and most critical non-negotiable business process is the development of a communication system.

Communication must have structure and discipline to be effective. Communication cannot be left up to chance.

Organizations must view communication as the lifeblood for focus and success. Consequently, senior leadership must drive a non-negotiable process for communication throughout the organization. This process must have the following key elements, defined by senior leadership and deployed throughout the organization:

- Minimum meeting frequency for natural work groups (home team)
- Minimum agenda items
- Minimum meeting roles and responsibilities
- Minimum meeting behavioral ground rules
- Minimum meeting processes to ensure focus: Action register, pass-up, pass-down, agenda

These non-negotiable elements are set by senior leadership and deployed through the home teams. Each organizational home team will in essence, define “How” they will support the communication non-negotiable elements. In the end, what the organization achieves is a disciplined communication process that links every employee into the business. These are business meetings and must be operated as such. Effective meetings will utilize both a scorecard and an action register. These two elements are essential in sustaining a clear and concise business focus, a sense of urgency and a process of shared accountability.

### **Business Focus Process**

The second non-negotiable process is the business focus process driven by the development of the scorecard system. This system drives urgency and focus throughout the organization. This system is incorporated into the non-negotiable communication process as a standard agenda item, which promotes a quality mindset and process each time the home team gathers together.

The establishment of a singular business-focus is accomplished through the creation of key business focus areas by the senior leadership team. Home teams throughout the organization then define SMART business objectives supporting each of these key focus areas. Then business goals are tracked in a scorecard format. Senior leadership develops a consistent scorecard format to be used by all teams for tracking status of business performance. The format should be color coded to allow for efficient review by home teams. This system ensures a direct link between the overall organizational goals and the department and functional objectives as they cascade throughout the organization.

Advanced use of the business scorecard is apparent through the proactive formation of corrective action plans for business performance that is below target. Corrective action plans should be developed in advance of team meetings and these plans will be presented to the group for review. The scorecard drives continuous improvement within the team and organization by funneling the energy and talent of all employees in a unified direction. Teams will review and revise scorecard goals on a regular basis. The team will discuss goals that are above target or remain on target for the possibility of raising them or creating a set of “stretch” goals for the team to achieve.

## **Accountability Process**

The third non-negotiable business process is the creation and utilization of the action registers. The scorecard and communication process described previously will ensure a focus on and identify issues but a more structured processes is required to ensure people are held accountable for taking steps to rectify any issues. Accountability does not simply evolve. Accountability must be driven from the top of the organization through a system that is both visible and auditable. Action registers are a tool to assist an organization with ensuring follow up and follow through while providing a visible representation of required tasks.

The action register system provides an efficient and easy to use mechanism to record tasks. Senior leadership develops a consistent action register format for use by everyone in the organization. Progressive organizations require that all meetings be outcome focused with actions recorded on an action assignment sheet. Elevating personal and team accountability for performance is the number one goal of the action register system.

A member of the team who is fulfilling the role of action register keeper should record actions that arise in meetings. This person is responsible for documenting all actions in a concise and easy to read manner throughout the meeting. At the conclusion of every meeting, the action register keeper will review all items recorded and obtain an owner for the action as well as a target date for completion. Action items will be assigned to members who are in attendance as it is essential that ownership and buy-in for completion be gained.

The action register process can effectively be used by organizations as an archive of accomplishment, a gauge for productivity, a mechanism to record corrective action plans, and a performance management tool. Documentation is the key to holding individuals accountable. The action register is a tool to ensure management by process by holding all employees accountable for the things they agree to accomplish.

## **Behavioral Process**

The fourth non-negotiable business process is the creation and utilization of behavioral expectations. The establishment of behavioral expectations is driven by the organization's values that are designed to drive appropriate behaviors in the business. Unfortunately, many employees today are not familiar with their organization's values or what these values even look like in the workplace. In order to drive employee accountability around behaviors, employees must be able to identify acceptable and unacceptable behaviors as well as utilize a clear process to address any behavioral issues that may arise. Asking the following questions can develop the behavioral expectation process:

- What does the team leader expect of the team?
- What does the team expect of the team leader?
- What do team members expect of each other?
- What do we do when these expectations are not met?

Once clear expectations have been established, a process must be developed that will foster constructive feedback among team members. The purpose of this feedback is to assist all members of the team in their development for the good of the team as a whole. Employees must have a process that will allow them to consistently address inappropriate behaviors so these behaviors can be changed and a process to recognize the appropriate behaviors so they may become the norm within the team.

## **Conclusion**

Organizations today are suffering from a lack of Process Based Leadership™. In fact, the last fifteen years have promoted Personality Based Leadership and consequently organizations have lost focus and consistency.

Organizations must apply the same level of discipline that is applied to making of their products. Certainly in this arena, processes are set, defined, documented and audited to insure a repeatable quality product or service. Now is the time to apply the same proven methodology to our people. Organizational employees are starved for communication, consistency, focus and support. Only through the use of non-negotiable business processes can organizations expect to truly sustain high performance.

Human capital is by far the most complicated piece of equipment any organization has regardless of size. Process Based Leadership™ results in fully documented processes that can be repeated and adapted to any environment. They can be audited to measure their effectiveness resulting in measurable outcomes in the performance of an organization. These processes can be adapted and changed as the environment of the organization changes in order to maintain its competitive edge in the marketplace. As these processes are developed, introduced, and practiced in the organization, they become the norm for all employees. The result is a workforce that is focused on doing what is good for the business, because if the employees take care of the business, the business will take care of the employees.

#### 4. REQUIREMENTS

The training shall include:

1. Provide a comprehensive overview for the “Process Based Leadership” model or equivalent training program.
2. Facilitate and discuss the four focus areas of Process Based Leadership, namely, Business Process, Communication Process, Behavioral Process and Accountability Process.
3. Provide a discussion on the benefits of implementation of the Process Based Leadership model.
4. Discuss and provide in-depth information on the development, implementation and management of the Scorecard.
5. Discuss and review the purpose and implementation of the Action Register and Personal Action Register.
6. Discuss “lessons learned “associated with the Process Based Leadership model.
7. Facilitate discussion and conduct a virtual tour of the PBL automated Scorecard software system.

Vendor must submit with quote one (1) recent reference for which similar work was performed. The reference should contain the name of the company, contact person, telephone number and the service performed. **Failure to provide this information may deem your quote as non responsive.**

## 5. **CONDITIONS AND INSTRUCTIONS**

The training will be provided at a Fulton County site within 20 miles of the Fulton County Government Center located at 141 Pryor Street, Atlanta, Georgia 30303.

### Invoicing

Invoices should be sent to the following address to expedite payment.

Fulton County General Services  
Attention: Shenelby Bailey  
141 Pryor Street, Suite G-119  
Atlanta, Georgia 30303,

## 6. SPECIAL CONDITIONS / INSTRUCTIONS

The vendor shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for quote. This sheet shall be labeled "Exceptions to Quote Conditions" and shall be attached to the quote.

**Vendors not providing quote pricing on the exact items(s) listed in these specifications must provide literature, brochure, drawing, etc., that clearly demonstrates the proposed item(s) is equal. Any bidder that is not compliant in providing the exact items listed or the requested information shall be deemed as a non-responsive quote.**

No person, firm or business entity, however situated or composed, obtaining a copy of or responding to the solicitation shall initiate or continue any verbal or written communications regarding this solicitation with any county officer, elected official, employee, or designated county representative between the date of the issuance of this solicitation and the date of the final contract award by the authorized and permitted by the terms and conditions of this solicitation.

All verbal and written communications initiated by such person, firm or entity regarding this solicitation, same are authorized and permitted by the terms and conditions of this solicitation shall be directed to Delores Miles at 404-730-5815.

Any violation of this prohibition or the initiation or continuation or verbal or written communications with county officers, elected officials, employees or designated county representatives shall result a written finding by the purchasing agent that the submitted quote of the person, firm or entity in violations is not responsive and same shall not thereafter be considered for award.

**7. PRICE QUOTE**

Estimated quantity is a group of 25 or less.

Quantity shown is an estimate. By giving this estimate, Fulton County does not obligate itself to purchase any services whatsoever.

Training Cost per Person (to include all materials and supplies)

\$ \_\_\_\_\_ / per person

**8. INSURANCE AND RISK MANAGEMENT PROVISIONS**

**INSURANCE REQUIREMENTS:** Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the bid/proposal evidence of insurability satisfactory to the County as to form and content. Either of the following forms of evidence are acceptable:
  - a. A letter from an insurance company stating that upon your firm/company being the successful bidder/respondent that a Certificate of Insurance shall be issued in compliance with the Insurance Requirements outlined below.
  - b. A Certificate of Insurance complying with the Insurance Requirements outlined below.
- C. Upon award, the Contractor must maintain, at their expense, insurance in at least the following amounts and types outlined below. Any and all Insurance and Bonds required by this 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 the County.
- D. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appear on the Certificate of Insurance.
- E. The Certificate of Insurance shall identify the Certificate Holder as:

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

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)**

EMPLOYER’S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000

**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. **ELECTRONIC DATA PROCESSING LIABILITY**  
(Required if computer contractor) Limits - \$1,000,000
  
- 5. **UMBRELLA LIABILITY**  
(In excess of above noted coverage's) Each Occurrence - \$3,000,000
  
- 6. **PROFESSIONAL LIABILITY** Each Occurrence - \$5,000,000  
(Required if respondent providing quotation for professional services).
  
- 7. **FIDELITY BOND**  
(Employee Dishonesty) Each Occurrence - \$ 100,000

**Insurance in no way Limits the Liability of the Respondent.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

**THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.**

**COMPANY:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_