



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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



Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER: 09CT67229YA
WILL BE RECEIVED UNTIL 04/03/2009 @ 2:00pm EST.
DESCRIPTION: On-line Cleaning & Inspection of Water Storage Tanks / Public Works Dept.
Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at www.fultonvendorelfservice.co.ga.us.
ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW.
CONTACT NAME: Carolyn Towns
E-Mail Address : carolyn.towns@fultoncountyga.gov
Telephone Number: (404) 612 4208
All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration.
Company Name:
Company Address:
City State Zip Code
Telephone Number: Fax Number: E-Mail Address:
RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendorelfservice.co.ga.us BY THE TIME AND DATE INDICATED.
Person submitting QUOTE: (Please Print) Date
Title
\*Signature of the person submitting QUOTE:
\*Person submitting this e-quote has binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell.

## REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 09CT67229YA

Opening Date: 04/03/2009 @ 2:00pm EST.

### REQUEST FOR QUOTE GENERAL TERMS AND CONDITIONS

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

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at [www.fultonvendorselfservice.co.fulton.ga.us](http://www.fultonvendorselfservice.co.fulton.ga.us). Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number;

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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.

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- 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.**

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On-line Cleaning & Inspection of Water Storage Tanks  
Department of Public Works

**1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide On-line Cleaning & Inspection of Water Storage Tanks for the Department of Public Works.

**2. CONTACT PERSON**

Please contact Carolyn Towns at (404) 612-4208 or by e-mail [carolyn.towns@fultoncountyga.gov](mailto:carolyn.towns@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor, you may access and complete the vendor application via the County's Vendor Registration website ([www.fultonvendorselfservice.co.fulton.ga.us](http://www.fultonvendorselfservice.co.fulton.ga.us)). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

**3. PRODUCT/SERVICE SPECIFICATIONS**

**Scope of Work:** To provide the Department of Public Works with On-Line Cleaning & Inspection of Water Storage Tanks.

Service Location:

2715 Bethany Rd.  
Alpharetta, Ga. 30004

10735 Jones Bridge Road  
Alpharetta, Ga. 30022

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### Specifications:

1. All diving operations shall be conducted by certified commercial divers from an ANSI/ACDE 01-1993 minimum Commercial Diving Course. This requires a certificate of graduation from an ACDE certified commercial diving school or equivalent military or other training (minimum 600 hrs.). Alternatively, divers who have completed specialized military training i.e., Navy 1<sup>st</sup> or 2<sup>nd</sup> Class Dive Courses or Master Dive School shall also qualify. Certifications for all divers employed by respective contractor shall be provided with the contractor's bid package.
2. All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control system, filter system and pneumofathometer. The air source shall have been tested, within the past 180 days, for oil mist and other contaminants, in accordance with 29 CFR.
3. All diving operations shall be conducted utilizing a totally encapsulated diving dress, including diver hardhat with sealed neck dam, and a vulcanized rubber dry suit in good repair. A band mask shall be prohibited, for any but an emergency situation.
4. The diver hard hat shall be hard wired and equipped with operating voice communication to the surface, and the diver umbilical shall consist of at a minimum, the following: Diver air hose, pneumofathometer, diver communication cable, video cable and high intensity lighting power cable.
5. The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor), all of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, as well as a complete diver physical within the previous 12 months. If two divers are submerged at the same time, a minimum of a five-person dive team is required.
6. All diver (external gear) equipment and any other equipment introduced into the reservoir shall be dedicated for potable water operations, and further, shall be disinfected with no less than a 200-ppm chlorine scrub/spray prior to entry into the reservoir. Dry suit must be variable volume with push button air inflation and must have automatic over inflation/exhaust valve.
7. Underwater welding is not permitted in potable water tanks without written approval from Fulton County.
8. Each diver location the contractor shall have onsite for examination the following documentation: Copy of Standards and Procedures Manual, OSHA approved Standards, Safe Practices Manual, Diver Logbooks and the latest

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Air Testing Reports. Work shall not be permitted to proceed without this documentation.

9. Diver shall have a helmet-mounted color video camera with adequate lighting supplying live video feed to surface. The live video will be set up so that surface personnel can view underwater procedures as they are performed and so that procedures can be recorded on video tape along with live voice narration. This also provides Fulton County with a method of monitoring quality control, to ensure job is done and that the diver does not create turbidity. The video camera must have infinite focal range. Cameras with a limited short focal range are not acceptable. Hand held cameras and had held video cameras if used will be used for still or detail images only. When the contract is completed, a DVD of all the activity shall be provided to Fulton County.
10. Contractor security protocols shall include mandatory identity, drug and criminal background checks of all field employees prior to, and routinely reinvestigated during, employment
11. Diving contractors shall clean entire interior of tanks, vertical wall surfaces, floors and ceiling. Cleaning procedures shall combine vigorous brushing of surfaces cleaned, in addition to removing material from reservoir by vacuum or water suction. The potable water reservoir will be in service during the cleaning procedures. The diving contractor shall not create any visible turbidity in the water columns. In addition to cleaning all sediment or other material form the floor of the reservoir the divers will ensure that all sediment is removed from the floor to wall seams, support column bases, plumbing fixtures and supports, man entries, or any other areas where the vacuum does not reach during normal floor cleaning. If brushing is not done in conjunction with vacuuming, potentially hazardous bio-film may be left behind. **Use of A stationary or fixed brush inside or outside the vacuum head is inadequate for this purpose.** The brushing has to be vigorous enough to remove bio-film. This can only be accomplished by a rapidly rotating brush inside a vacuum head in order to agitate the surface enough to remove bio-film. Bio-film removal shall not create turbidity inside the reservoir.
12. Divers must use external or surface supplied air source with hardhat. Hardhat dives and must be accompanied by an adequate diver carried reserve breathing air source. A second external air supply will be available for back up in the event the primary air source fails, in addition to the diver reserve.
13. All water discharged from reservoir during cleaning procedures will be dechlorinated using sodium-meta-bisulfate or an equivalent approved by Fulton County at no additional charge.

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14. Fulton County require sediment containment, using material filter bags will be used. Filter bag material will consist of ten-ounce non-woven geo-synthetic material. Width of the filter bag will be at least seven feet in diameter and length of the filter bag will be at least ninety feet in length.
15. Diving contractor will have the ability to clean the vertical wall surfaces with similar equipment and procedures as used in cleaning the floor. Cleaning procedures will combine vigorous brushing of surfaces cleaned, in addition to removing material from reservoir by vacuum or water suction, and must be done in such a manner that does not create turbidity inside the reservoir.
16. Diving contractor must provide proof of commercial general liability insurance of at least \$2 million and workman compensation insurance for all employees.
17. Contractor must provide proof of bonding ability to demonstrate financial stability. This should be in the form of a bond obtained within the last 12 months or a letter from a bonding company indicating that the contractor is financially capable of obtaining a bond.
18. All diving operations shall be conducted by certified commercial divers from an ANSI/ACDE 01-1993 minimum Commercial Diving Course. This requires a certificate of graduation from an ACDE certified commercial diving school or equivalent military or other training (minimum 600 hrs.). Alternatively, divers who have completed specialized military training i.e., Navy 1<sup>st</sup> or 2<sup>nd</sup> Class Dive Courses or Master Dive School shall also qualify. Certifications for all divers employed by respective contractor shall be provided with the contractor's bid package.
19. All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control system, filter system and pneumofathometer. The air source shall have been tested, within the past 180 days, for oil mist and other contaminants, in accordance with 29 CFR.
20. All diving operations shall be conducted utilizing a totally encapsulated diving dress, including diver hardhat with sealed neck dam, and a vulcanized rubber dry suit in good repair. A band mask shall be prohibited, for any but an emergency situation.
21. The diver hard hat shall be hard wired and equipped with operating voice communication to the surface, and the diver umbilical shall consist of at a minimum, the following: Diver air hose, pneumofathometer, diver communication cable, video cable and high intensity lighting power cable.
22. The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor), all of whom shall be certified commercial divers.

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All team members shall have a current CPR & First Aid Card, as well as a complete diver physical within the previous 12 months. If two divers are submerged at the same time, a minimum of a five-person dive team is required.

23. All diver (external gear) equipment and any other equipment introduced into the reservoir shall be dedicated for potable water operations, and further, shall be disinfected with no less than a 200-ppm chlorine scrub/spray prior to entry into the reservoir. Dry suit must be variable volume with push button air inflation and must have automatic over inflation/exhaust valve.
24. Underwater welding is not permitted in potable water tanks without written approval from Fulton County.
25. Each diver location the contractor shall have onsite for examination the following documentation: Copy of Standards and Procedures Manual, OSHA approved Standards, Safe Practices Manual, Diver Logbooks and the latest Air Testing Reports. Work shall not be permitted to proceed without this documentation.
26. Diver shall have a helmet-mounted color video camera with adequate lighting supplying live video feed to surface. The live video will be set up so that surface personnel can view underwater procedures as they are performed and so that procedures can be recorded on video tape along with live voice narration. This also provides Fulton County with a method of monitoring quality control, to ensure job is done and that the diver does not create turbidity. The video camera must have infinite focal range. Cameras with a limited short focal range are not acceptable. Hand held cameras and had held video cameras if used will be used for still or detail images only. When the contract is completed a DVD of all the activity shall be provided to Fulton County.
27. Contractor security protocols shall include mandatory identity, drug and criminal background checks of all field employees prior to, and routinely reinvestigated during, employment
28. Diving contractors shall clean entire interior of tanks, vertical wall surfaces, floors and ceiling. Cleaning procedures shall combine vigorous brushing of surfaces cleaned, in addition to removing material from reservoir by vacuum or water suction. The potable water reservoir will be in service during the cleaning procedures. The diving contractor shall not create any visible turbidity in the water columns. In addition to cleaning all sediment or other material form the floor of the reservoir the divers will ensure that all sediment is removed from the floor to wall seams, support column bases, plumbing fixtures and supports, man entries, or any other areas where the vacuum does not reach during normal floor cleaning. If brushing is not done in conjunction with vacuuming, potentially hazardous bio-film may be left

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29. Divers must use external or surface supplied air source with hard hat. Hardhat dives and must be accompanied by an adequate diver carried reserve breathing air source. A second external air supply will be available for back up in the event the primary air source fails, in addition to the diver reserve.
30. All water discharged from reservoir during cleaning procedures will be dechlorinated using sodium-meta-bisulfate or an equivalent approved by Fulton County at no additional charge.
31. Fulton County require sediment containment, using material filter bags will be used. Filter bag material will consist of ten-ounce non-woven geo-synthetic material. Width of the filter bag will be at least seven feet in diameter and length of the filter bag will be at least ninety feet in length.
32. Diving contractor will have the ability to clean the vertical wall surfaces with similar equipment and procedures as used in cleaning the floor. Cleaning procedures will combine vigorous brushing of surfaces cleaned, in addition to removing material from reservoir by vacuum or water suction, and must be done in such a manner that does not create turbidity inside the reservoir.
33. Diving contractor must provide proof of commercial general liability insurance of at least \$2 million and workman compensation insurance for all employees.
34. Contractor must provide proof of bonding ability to demonstrate financial stability. This should be in the form of a bond obtained within the last 12 months or a letter from a bonding company indicating that the contractor is financially capable of obtaining a bond.

**Inspection**

35. Inspections will be performed according to **NACE, ASNT** standards. Inspection of the reservoir will be included as part of the cleaning process and cost. The inspection will be done as a continuous process by the diver and include a detailed final inspection. Contractor will submit a comprehensive inspection checklist detailing all areas of inspection. Fulton County will approve the inspection list or amend the inspection list if necessary.

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### **Video and Written Inspection Reports**

36. Contractor will provide inspection reports that will include high-resolution color videotape with real time imprint and time log indicating where each feature or problem areas may be found. Videotape will be narrated live by the divers, contractors on-site support personnel or Fulton County personnel at the time the video is recorded. One copy will be submitted to Fulton County. A bound computer generated printed report will be provided and include still color images of all problem areas along with a schematic diagram of each reservoir showing location of each image, with a time stamp showing where the image may be found on the DVD.

### **Repairs**

37. Repairs will be at the discretion of Fulton County. Repairs to coatings a steel reservoir will be made with a NSF 60 approved, two-part epoxy that chemically bonds to the steel substrate. All blisters, holidays and voids will be wire brushed with a pneumatic tool to bare metal according to SSPC-SP-11, special consideration will be given for underwater environments, and the surrounding intact coating will be feathered and abraded to provide an anchor profile for the epoxy. Epoxy will be prepared and applied according to the manufactures specifications, including but not limited to surface preparation, water temperature, mixing ratios, pot life, Wet Film Thickness and Dry Film Thickness.

### **Proposal Submittal**

38. Contractors will submit bid proposal outlining cleaning and inspection costs per reservoir based on sediment depth of one inch. Sediment depth is calculated as an average sediment depth across the reservoir floor. Bids will include costs of repairs, material used for repair and repair procedures will be included. Contractors will provide documentation that includes: a description of cleaning process, a detailed description of the vacuum cleaning head, a description of the diver's equipment, description of video equipment and voice communication equipment, description of de-chlorination process, description of sediment filtration bags, description of wall cleaning equipment and wall cleaning procedures, inspection checklist and insurance and bonding documentation. A current reference list with contact names and phone numbers will be submitted.

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**4. PRICING SHEETS**

**Bethany Rd. Tanks**

2- Tanks with 2,000, 000 gallons: Both tank columns are 100 ft. high and both tanks are 40 ft. high.

Total price per tank: \$ \_\_\_\_\_

**Jones Bridge Rd. Tanks**

1-Tank has 1,000,000 gallons: Tank columns are 100 ft. high and the tank is 40 ft. high.

Total price per tank: \$ \_\_\_\_\_

1-Tank has 500,000 gallons: Tank columns are 100 ft. high and the tank is 40 ft. high.

Total price per tank: \$ \_\_\_\_\_

Quote total: \$ \_\_\_\_\_

**5. SPECIAL CONDITIONS/INSTRUCTIONS**

The tanks must remain in service during the cleaning and inspection. The tanks covered by this requisition are all elevated tanks, two (2) 2,000,000 gallons tanks, one (1) million gallons tank and one (1) 500,000 gallons tank.

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**6. INSURANCE & RISK MANAGEMENT PROVISIONS**

**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<br>\$1,000,000. | BY ACCIDENT - EACH ACCIDENT |
| Employer's Liability Insurance<br>\$1,000,000. | BY DISEASE - POLICY LIMIT   |

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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 3<sup>rd</sup> 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

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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.

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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**

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.

**REQUEST FOR QUOTE SPECIFICATIONS**

**Quote Number: 09CT67229YA**

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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: \_\_\_\_\_  
\_\_\_\_\_