



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Jerome Noble, Director



REQUEST FOR QUOTE NUMBER: 08DM64447C
WILL BE RECEIVED UNTIL OCTOBER 24, 2008 @ 2:00 p.m.

DESCRIPTION: MOVING SERVICES for the Jail Administration Building (GENERAL SERVICES DEPARTMENT)

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.fultonvendoreselfservice.co.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 QUOTE PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR QUOTE BEING FOUND NON-RESPONSIVE.

CONTACT NAME: DELORES MILES
E-Mail Address : delores.miles@fultoncountyga.us
Telephone Number: 404-612-5815

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

Person submitting QUOTE: (Please Print) Date

Title

\*Signature of the person submitting QUOTE:

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

**REQUEST FOR QUOTE  
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this Request for Quote shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendors agree to furnish the product(s) and/or services 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 may be submitted for quotes on the Vendor Self Service system at [www.fultonvendoreselfservice.co.fulton.ga.us](http://www.fultonvendoreselfservice.co.fulton.ga.us). Responses 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. **NO BID.** Persons desiring not to submit a quote should do so on-line.
5. **NON-COLLUSION.** Bidder certifies that this quote is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to 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 its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF QUOTE.** Quotes 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 quote.
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.

**REQUEST FOR QUOTE SPECIFICATIONS**  
**QUOTE NUMBER: 08DM64447C**  
**OPENING DATE: October 24, 2008 @ 2:00 P.M.**

**MOVING SERVICES FOR THE JAIL ADMINISTRATION BUILDING**  
**GENERAL SERVICES DEPARTMENT**

**1. DESCRIPTION**

The Fulton County Purchasing & Contract Compliance Department is soliciting quotes from qualified vendors to provide Moving Services, Jail Administration Building for the General Services Department beginning November, 2008 until the completion of the renovation work several months later.

**2. CONTACT PERSON**

Please contact Delores Miles 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.

You must be registered in Fulton 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.fultonvendorservice.co.fulton.ga.us](http://www.fultonvendorservice.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. SERVICE SPECIFICATIONS:**

The successful bidder is to furnish all parts, labor, equipment, transportation and material necessary to provide the moving services as outlined below. This scope of work includes:

1. Providing a moving cost and timeline estimate for moving projects upon request.
2. Providing all manpower, packing materials, supplies, dollies and trucks to effectively perform each move.
3. Packing, loading and unloading of shelving, file cabinets, boxes, and related equipment when required.
4. Maintaining proper record of all Fulton County property in the vendor's possession.
5. Providing secure transit to ensure no pilferage and to minimize or eliminate breakage. Cleaning up all trash left after each phase of the move, which is directly related to the activity of packing/unpacking.

The best commercial practices are to prevail. Only materials of the highest

quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County's interpretation to prevail.

Each of the company vehicles should have the company's name printed at the back or sides. At least one crew member must be able to communicate in English.

Any contract emanating from this quote shall be administered by the General Services Department. Upon award of this contract, General Services will contact the moving services contractor and request the contractor provide an estimate of that move's total cost and associated timeline.

#### 4. PRICING SHEET:

For purposes of this solicitation, provide a total price to perform the following move of the listed items out of the second floor of the three-story Jail Administration Section into other areas on the first and third floors within the same complex, and after renovation work is complete, returning to relocate the same items back onto the second floor. A service elevator to all three floors in the building is 100 feet from the office listed below. Each portion of the move should be completed within one work day.

NOTE: The following much abbreviated list does not represent the actual items to be moved out of the second floor and returned upon completion of the renovation work several months later. **This list is provided for price comparison purposes only.** The actual number of items to be relocated from multiple offices and rooms is far more extensive and is still under development. The vendor awarded the contract will have sufficient time to inventory the actual items to be moved and provide a written estimate of the actual move costs.

An office that contains:

- (a) 1 executive desk
- (b) 1 credenza, 6 ft wide x 30 in tall x 20 in deep
- (c) 1 four-shelf bookcase, 6 ft wide x 7 ft tall x 18 in deep
- (d) 1 computer system (PC, keyboard, monitor and mouse, camera and two speakers)
- (e) 1 computer stand, 2 ft wide x 30 in tall x 24 in deep
- (f) 1 21-in TV/DVD player (combo unit)
- (g) 1TV stand, 3 ft wide x 30 in tall x 10 in deep
- (h) 1 executive chair
- (i) 4 regular padded chairs
- (j) 4 four wall pictures, each 3 ft x 3 ft
- (k) 1 standard size four-drawer metal file cabinet full of files (files need to be packed)
- (l) 10 boxes with files, each box is 4.5 cubic feet

Additionally, you will also move 1-12 ft x 6 ft conference table and 8 conference room chairs.

Provide a cost for the above typical move out of and back into this area:

\$ \_\_\_\_\_  
(Numerical value)

\_\_\_\_\_  
(Written out in dollars and cents)

## 5. SPECIAL CONDITIONS AND INSTRUCTIONS:

### a) Award

Award of this contract to one bidder will be based on:

- Overall lowest quote for a typical move (see pricing section).
- Meeting insurance and performance and payment bond requirements.
- Compliance with all other terms and conditions in this specification.

### b) Working Hours

The successful vendor shall provide the aforementioned moving services during normal working hours. For the purpose of these specifications, normal working hours will be from 8:30 A.M. through 5:00 P.M., Monday thru Friday, excluding Fulton County holidays. It is possible some of the services may have to be performed outside these hours due to the scope and timing of a move. All work performed outside of normal working hours (including weekends) will be paid at a labor rate not exceeding 1.5 times the rate for the normal working hours.

### c) Inventory

The bidder must certify below that a full inventory of equipment and materials required is available to perform the requested services at the Fulton County Jail, 901 Rice Street, Atlanta, GA 30318. Fulton County Reserves the right to reject any bidder failing to meet this requirement.

Address of bidder's facility for:

Equipment

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Vehicles

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

### d) Response times

During the planning, preparation and execution phases of these services, the vendor is required to maintain a point of contact for each moving project twenty-four (24) hours per day during the period of packing, loading, transporting, unloading and unpacking. Failure to adhere to this paragraph can be grounds for termination of the contract. Once the timeline for the move is established and agreed to by the customer department, the General Services Department and the successful vendor, the vendor must respond to requests associated with this move within three business days.

### e) Personnel

Within five business days after a contract for these services is awarded, and before beginning the services, the successful vendor(s) shall provide the Contract Administrator a list of employees who will be performing services under this contract. The list shall specify the employee's name and position.

All employees assigned to this contract must have a completed Georgia Criminal Investigation (GCI). All costs associated with the background check shall be paid by the vendor. The completed background check must be verified by the Contract Administrator before an employee starts servicing any County owned or leased facilities. Employees assigned to this contract must not have convictions for any criminal offense involving theft, assault, or drugs within the past five years. After successful verification of the GCI by the Contract Administrator or designated representative, a Fulton County Temporary Identification will be issued to the employee. The temporary ID must be worn by the employee at all times while conducting business on and in Fulton County properties. The ID must be visible at all times for security purposes. If lost or stolen, report the information to the Contract Administrator immediately. Changes, additions or deletions to the list shall be given to the Contract Administrator within twenty-four (24) hours of the action. All employees or representatives of the successful vendor entering into Fulton County buildings shall be subject to security regulations of the buildings and to any checks as may be deemed necessary. Fulton County reserves the right to direct the removal of any employee of the vendor from work on this contract for misconduct or security reasons. Removal of any employee of the vendor for cause does not relieve the vendor from responsibility for total performance of contracted tasks.

1. Employees:

The vendor shall have in its employ at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, safely, economically provide the services specified in this document. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.

2. Safety Training and Education:

Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Contractor will ensure that employees are briefed on the facility evacuation plan for any County building they are working (contact the Contract Administrator for assistance).

3. Accident Reporting:

Serious accidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24)

hours of the occurrence. A copy of each accident report which the Contractor submits to their insurance carriers in regard to accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.

4. Protection:

The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor under this contract.

5. Supervision:

The Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from the designated Fulton County General Services Department Representative. Supervisory employees must be fully conversant in English.

**f) Service Reports**

Service Reports may be combined with the invoice addressed in paragraph nine below.

Within 14 calendar days of each move's completion, the vendor is required to provide a detailed service report listing items moved. This report shall also contain the following information:

1. Date service was performed.
2. Start time and completion time.
3. Pick-up point.
4. Unloading point.
5. Person requesting the service.
6. Itemized list of items moved. This packing document must be signed by the designated County employee prior to leaving the pick-up point.
7. Reconciliation of any variance between load and offload inventory or weight.
8. County Service Order number.

**g) References**

The Vendor is required to submit at least three (3) references, not more than three (3) years old, of comparable commercial or government work performed by vendor. At least one reference should be currently receiving service from the vendor. Reference must include company name, contact person and their telephone number, contract cost, and contract period. These references will be contacted to verify the vendor's capability to perform this service.

Failure to provide this information may result in Respondent being deemed non-responsive.

#### **h) Invoicing**

The vendor shall send invoices to the address below to expedite payment:

General Services Department  
Attn: Commercial Moving Contract Administrator  
125 Willis Mill Road SW  
Atlanta, GA 30311

The vendor(s) shall submit Invoices within 15 calendar days following each move. Invoices must include the purchase order number, item number(s) and item description(s), the Fulton County Service Order number and net prices.

The Contract Administrator shall return invoices unpaid to the vendor when one of the following conditions exists:

- a. Invoice does not contain all the required information.
- b. Price on the invoice does not correspond to the bid price.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) calendar days after the receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

#### **i) Authorization to Place Calls**

The following is a list of personnel authorized to place calls against this contract. Failure to receive proper authorization prior to providing the service can be grounds for non-payment of invoice.

<b>Name</b>	<b>Phone</b>
Verney Clarke	(404) 613-0850
Robert Jessup	(404) 613-0851

**Note: Do not contact the above persons during this solicitation process.**

#### **j) The Use of Subcontractors**

The successful bidder(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all

the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors.

The Contract shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

That a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the Contractor's Work and shall be performed by contractor working directly for the County.

## 6. INSURANCE REQUIREMENTS

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 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 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 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.***