



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000 - 2009 Achievement of Excellence in Procurement Award
National Purchasing Institute

Cecil S. Moore, Director



REQUEST FOR QUOTE NUMBER:

10CT73870YA

WILL BE RECEIVED UNTIL

Friday, June 25, 2010 @ 2:00pm EST.

DESCRIPTION: Maintenance Supplies/ Department of Public Works

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

CONTACT NAME: Carolyn Towns

E-Mail Address : carolyn.towns@fultoncountyga.gov

Telephone Number: (404) 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. 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: Not applicable

Company Address: Not applicable

City Not applicable State Not applicable Zip Code

Telephone Number: Not applicable Fax Number: Not applicable E-Mail Address: Not applicable

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

Person submitting QUOTE: (Please Print) Not applicable Date

Title Not applicable

*Signature of the person submitting QUOTE: Not applicable

*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 SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 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 <https://fultonvendoreselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

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.

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.

COMPANY: _____ **SIGNATURE:** _____

NAME: _____ **TITLE:** _____ **DATE:** _____

THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

Maintenance Supplies
Public Works Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide **High Pressure Sewer Cleaning Hose, Sewer Cleaning Leader Hoses, and various sewer hose fittings** for the Department of Public Works, Water Services Division.

2. CONTACT PERSON

Please contact Carolyn Towns, Procurement Officer, at (404) 612- 4208 or by e-mail 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). 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

High Pressure Sewer Cleaning Hose Specifications:

½ INCH HIGH PRESSURE SEWER CLEANING HOSE:

A. The description shall be of the ½ inch ID by five-hundred (500) feet, high pressure sewer cleaning hose with a working pressure rating (PSI) of no less than 4,000 PSI. This high pressure sewer cleaning hose shall be of the Piranha model number SHBK-8, Black Cover Jetting / Lateral Line Hose.

B. The temperature range for this high pressure sewer cleaning hose shall be no less than -40° F (-40°C) to + 150°F (+66° C)

C. This high pressure sewer cleaning hose shall be constructed with a yellow seamless thermoplastic inner tube, must have a high tensile double synthetic fiber braid for reinforcement, and must have an abrasion resistant polyether-urethane cover.

D. The hose color for this high pressure sewer cleaning hose shall be black.

E. The nominal ID size shall be ½ inch or (12.7 mm)

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

- F. The nominal OD size shall be 0.87 in. or (22.1 mm)
- G. The maximum operating pressure shall be 4,000 PSI or (275.8 bar)
- H. The minimum burst pressure shall be 12,000 PSI or (827.4 bar)
- I. The minimum bend radius shall be 3.00 inches or (76.2 mm)
- J. The weight shall not exceed 0.20 lbs. /ft
- K. The cover material shall be of the polyether-urethane type.
- L. The inner tube material shall be of the thermoplastic type.
- M. The reinforcement shall be of the double high tensile braid type.
- N. The male fittings for this sewer cleaning hose shall be of the Piranha model FHP08NPT8, ½ inch male NPT end fittings.
- O. The female fittings for this sewer cleaning hose shall be of the Piranha model FHP08FS8, ½ inch female end fittings.
- P. The mender for this sewer cleaning hose shall be of the Piranha model F08MEND ½ inch mender.

5/8 INCH HIGH PRESSURE SEWER CLEANING HOSE:

- A. The description shall be of the 5/8 inch ID by five-hundred (500) feet, high pressure sewer cleaning hose with a working pressure rating (PSI) of no less than 4,000 PSI. This high pressure sewer cleaning hose shall be of the Piranha model number SHBK-10, Black Cover Jetting / Lateral Line Hose.
- B. The temperature range for this high pressure sewer cleaning hose shall be no less than -40° F (-40°C) to + 150°F (+66° C)
- C. This high pressure sewer cleaning hose shall be constructed with a yellow seamless thermoplastic inner tube, must have a high tensile double synthetic fiber braid for reinforcement, and must have an abrasion resistant polyether-urethane cover.
- D. The hose color for this high pressure sewer cleaning hose shall be black.
- E. The nominal ID size shall be 5/8 inch or (15.9 mm)
- F. The nominal OD size shall be 0.91 in. or (23.0 mm)
- G. The maximum operating pressure shall be 4,000 PSI or (275.8 bar)
- H. The minimum burst pressure shall be 12,000 PSI or (827.4 bar)

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

- I. The minimum bend radius shall be 4.00 inches or (101.6 mm)
- J. The weight shall not exceed 0.16 lbs. /ft
- K. The cover material shall be of the polyether-urethane type.
- L. The inner tube material shall be of the thermoplastic type.
- M. The reinforcement shall be of the double high tensile braid type.
- N. The male fittings for this 5/8 in. sewer cleaning hose shall be of the Piranha model FHP10NPT8, male NPT end fittings.
- O. The female adapter fittings for this 5/8 in. sewer cleaning hose shall be of the Piranha model A08FPX08FS, female adapter end fittings. .
- P. The mender for this 5/8 in. sewer cleaning hose shall be of the Piranha model FA10MEND.

ONE (1) INCH HIGH PRESSURE SEWER CLEANING HOSE:

- A. The description shall be of the one (1) inch ID by six-hundred (600) feet, high pressure sewer cleaning hose with a working pressure rating (PSI) of no less than 2,500 PSI. This one (1) inch high pressure sewer cleaning hose shall be of the Piranha model number SPOR-16.
- B. The temperature range for this high pressure sewer cleaning hose shall be no less than -40° F (-40°C) to + 150°F (+66° C)
- C. This high pressure sewer cleaning hose shall be constructed with a yellow polyolefin inner tube, with a high tensile single synthetic fiber braid for reinforcement, and must have an abrasion resistant polyether-urethane cover.
- D. The hose color for this high pressure sewer cleaning hose shall be orange.
- E. The nominal ID size shall be one (1) inch or (25.4 mm)
- F. The nominal OD size shall be 1.460 in. or (37.1 mm)
- G. The maximum operating pressure shall be 2,500 PSI or (172.4 bar)
- H. The minimum burst pressure shall be 6,200 PSI or (430.9 bar)
- I. The minimum bend radius shall be 6.00 inches or (152.4 mm)
- J. The cover thickness shall be 0.065 inches.

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

- K. The weight shall not exceed 0.400 lbs. /ft
- L. The cover material shall be of the polyether-urethane type.
- M. The inner tube material shall be of the Olefin type.
- N. The reinforcement shall be of the single high tensile braid type.
- O. The description shall be of the one (1) inch ID by eight-hundred (800) feet, high pressure sewer cleaning hose with a working pressure rating (PSI) of no less than 2,500 PSI. This one (1) inch high pressure sewer cleaning hose shall be of the Piranha model number SPOR-MM16X800
- P. The temperature range for this high pressure sewer cleaning hose shall be no less than -40° F (-40°C) to + 150°F (+66° C)
- Q. This high pressure sewer cleaning hose shall be constructed with a yellow polyolefin inner tube, with a high tensile single synthetic fiber braid for reinforcement, and must have an abrasion resistant polyether-urethane cover.
- R. The hose color for this high pressure sewer cleaning hose shall be orange.
- S. The nominal ID size shall be one (1) inch or (25.4 mm)
- T. The nominal OD size shall be 1.460 in. or (37.1 mm)
- U. The maximum operating pressure shall be 2,500 PSI or (172.4 bar)
- V. The minimum burst pressure shall be 6,250 PSI or (430.9 bar)
- W. The minimum bend radius shall be 6.00 inches or (152.4 mm)
- X. The cover thickness shall be 0.065 inches.
- Y. The weight shall not exceed 0.400 lbs. /ft
- Z. The cover material shall be of the polyether-urethane type.
 - 1. The inner tube material shall be of the Olefin type.
 - 2. The reinforcement shall be of the single high tensile braid type.
 - 3. The male fittings for this one (1) inch sewer cleaning hose shall be of the Piranha model F16NPT16, male NPT end fittings.
 - 4. The female end fittings for this one (1) in. sewer cleaning hose shall be of the Piranha model F16FS16, one (1) inch female end fittings.
 - 5. The mender for this one (1) in. sewer cleaning hose shall be of the Piranha model F16MEND, one inch menders.

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

SEWER LEADER HOSE SPECIFICATIONS:

GENERAL INFORMATION:

This sewer leader hose shall have a construction rating of EN853 2SN. The tube shall be of the seamless nitrile rubber, black in color oil resistant type with two high tensile steel wire braids. The cover shall be of the black wrapped neoprene rubber, embossed lay line, weather, ozone and abrasion resistant type. This sewer leader hose must be of the superior abrasion resistance, low-medium pressure service type for use with mineral, vegetable, rape seed, oils, glycol, poly-glycol based oils, synthetic based ester oils, oils in aqueous emulsion, and water.

½ INCH SEWER LEADER HOSE:

- A. The description shall be of the 1/2 inch by ten (10) foot leader hose. This leader hose shall be of the Master Pressure Two model number MP-208.
- B. The operating temperature for this leader hose shall be -40°F to 212°F, intermittent to 257° F.
- C. The inside diameter (ID) of this sewer leader hose shall be of the ½ type.
- D. The outside diameter (OD) of this sewer leader hose shall be 0.88
- E. The maximum working pressure for this sewer leader hose shall be 4,100
- F. The bend radius for this sewer leader hose shall be 3.22

ONE (1) INCH SEWER LEADER HOSE:

- A. The description shall be of the one (1) inch by ten (10) foot leader hose. This leader hose shall be of the Master Pressure Two model number MP-216.
- B. The operating temperature for this leader hose shall be -40°F to 212°F, intermittent to 257° F.
- C. The inside diameter (ID) of this sewer leader hose shall be one (1) inch type.
- D. The outside diameter (OD) of this sewer leader hose shall be 1.49
- E. The maximum working pressure for this sewer leader hose shall be 2,400
- F. The bend radius for this sewer leader hose shall be 4.72

4. PRICING SHEETS

- 1. ½ inch x 500 ft rolls Sewer Cleaning Hose (Piranha model SHBK-8) **or equal**

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

- Estimated quantity 5
Price per each roll \$ _____
2. 5/8 inch x 500 ft rolls Sewer Cleaning Hose
(Piranha model 5HBK-10) **or equal**
Estimated quantity 2
Price per each roll \$ _____
 3. 1 inch x 600 ft rolls Sewer Cleaning Hose
(Piranha model SPOR-16) **or equal**
Estimated quantity 4
Price per each roll \$ _____
 4. 1 inch x 800 ft roll Sewer Cleaning Hose
(Piranha model SPOR-MM16x800) **or equal**
Estimated quantity 2
Price per each roll \$ _____
 5. ½ inch x 10 ft Leader Hose
(Master Pressure Two model MP208) **or equal**
Estimated quantity 8
Price per each \$ _____
 6. 1 inch x 10 ft Sewer Leader Hose
(Master Pressure Two model MP216) **or equal**
Estimated quantity 6
Price per each \$ _____
 7. ½ inch Male NPT end Fitting
(Piranha model FHP08NPT8) **or equal**
Estimated quantity 10
Price per each \$ _____
 8. ½ inch Female End Fittings
(Piranha model FHP08FS8) **or equal**
Estimated quantity 10
Price per each \$ _____
 9. ½ inch Menders
(Piranha model F08MEND) **or equal**
Estimated quantity 10
Price per each \$ _____
 10. 5/8 inch Male NPT end Fitting
(Piranha model FHP10NPT8) **or equal**
Estimated quantity 10
Price per each \$ _____
 11. 5/8 inch Female Adapter end Fitting
(Piranha model A08FPX08FS) **or equal**

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

Estimated quantity 10
Price per each \$ _____

12. 1 inch Male NPT end Fitting
(Piranha model F16NPT16) **or equal**
Estimated quantity 6
Price per each \$ _____

13. 1 inch Female end Fitting
(Piranha model F16FS16) **or equal**
Estimated quantity 6
Price per each \$ _____

14. 1 inch Menders
(Piranha model F16MEND) **or equal**
Estimated quantity 15
Price per each \$ _____

15. 5/8 inch Hose Menders
(Piranha model FA10MEND) **or equal**
Estimated quantity 10
Price per each \$ _____

5. SPECIAL CONDITIONS/INSTRUCTIONS

Not applicable

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions
General (NOC)

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. 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.	
(Aggregate)	BY DISEASE - EACH EMPLOYEE
\$1,000,000.	

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

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

Bodily Injury and Property Damage Liability	Each Occurrence	-	
	\$1,000,000		
(Other than Products/Completed Operations)General Aggregate		-	
	\$2,000,000		
To include Designated Per Project/Location Endorsement #CG2503/CG2504			
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 Auto, GL and Employers Liability) Each Occurrence - \$2,000,000

5. **FIDELITY BOND and CRIME**
(Employee Dishonesty - Theft) Each Occurrence - \$100,000
Above to include 3rd Party Coverage

Certificates of Insurance

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 General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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 and Professional Liability), 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.

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 10CT73870YA
Opening Date: June 25, 2010 @ 2:00pm EST.

obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

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NAME: _____ TITLE: _____ DATE: _____