



# 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: 10CR73265C

WILL BE RECEIVED UNTIL 2:00 P.M. MAY 10, 2010

DESCRIPTION: DOE FIRE STATION OVER-HEAD DOOR OPERATOR PROJECT/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.fulton.ga.us](http://www.fultonvendoreselfservice.co.fulton.ga.us). You must be a registered vendor in order to respond to quotes.

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

CONTACT NAME: CYNTHIA RICHARDSON	E-Mail Address : cynthia.richardson@fultoncountyga.gov	Telephone Number: 404-612-6959
-------------------------------------	---	-----------------------------------

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

Company Name:

Company Address:

City	State	Zip Code
------	-------	----------

Telephone Number:	Fax Number:	E-Mail Address:
-------------------	-------------	-----------------

RESPONSES MUST BE SUBMITTED ON-LINE AT [www.fultonvendoreselfservice.co.fulton.ga.us](http://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 shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

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

otherwise in connection with 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 BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

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

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

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

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

**REQUEST FOR QUOTE SPECIFICATIONS****Quote Number: 10CR73265C****Opening Date: MAY 10, 2010****DOE FIRE STATION OVER-HEAD DOOR OPERATOR PROJECT  
GENERAL SERVICES DEPARTMENT****1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide all parts, labor, equipment, transportation and materials necessary to install new electronic door operators onto the existing over-head doors at specified Fulton County owned fire stations.

**2. CONTACT PERSON**

Please contact Cynthia Richardson, Procurement Officer, at 404-612-6959 or by e-mail [cynthia.richardson@fultoncountyga.gov](mailto:cynthia.richardson@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.fultonvendorelfservice.co.fulton.ga.us](http://www.fultonvendorelfservice.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. SCOPE OF WORK/TECHNICAL SPECIFICATIONS****SCOPE OF WORK**

Furnish normal requirements for DOE Fire Station Over-head Door Operator Project to Fulton County General Services Department on an "as needed, if needed, when needed," basis.

Awarded vendors will be required to provide Fulton County with certification of their compliance with the applicable American Recovery & Reinvestment Act (ARRA) of 2009 "Buy American" and the Davis Bacon Act" requirements at contract award.

Awarded vendors will be required to provide Fulton County with company specific required information and any grant reporting information required by the American Recovery & Reinvestment Act (ARRA) of 2009.

The items listed in the Quote Schedule are only a representative listing of the products that the department may purchase from the vendor, and will be used for price comparisons between vendors.

General Services Department guarantees NO minimum quantity of purchase of any item in the list.

Orders will be made from the list, based on the bid prices only.

Take down and haul away existing door operator

Provide and install new electric door operator of size and capacity recommended for an electric over-head door as provided by door manufacturer with electric motor and factory pre-wired motor controls, starter, reduction unit, band brake (option on trolley units for without brake model), clutch, control devices and accessories required for proper operation.

Reconnect existing power and control wiring.

Install pneumatic safety edges.

Install Patriot traveling, infrared sensor.

Install RSX™ Model – Commercial Operator.

Remove and dispose of all old parts and fixtures.

Ensure that existing door power and controls wiring are functional and operational at no additional cost to the County.

All permits are to be pulled by the Contractor and to be inspected by the County.

All work is to be performed during normal work hours, Monday – Friday, 7:00 a.m. – 5:00 p.m.

Product and services are to come with a standard one (1) year warranty against defects on the labor and equipment by the installer and a factory warranty by the manufacturer

## **TECHNICAL SPECIFICATIONS**

### **Patriot Traveling Infrared Sensor Technical Specifications**

Detection Technology	Infrared through-beam
Infrared Wavelength	940nm
Maximum Range	30 feet standard 50 feet specify-L (MIR-T1-L)
Response Time	<1sec
Working Temperature	-4°F to 131°F (-20°C to 55°C)
Power Input Range	10 —30 VAC, 14—42 VDC
Current Consumption	129mA @ 24V AC <sup>1</sup> 48mA @ 24V AC <sup>2</sup>
Relay Rating	1A @ 24VDC/ 0.5A@115VAC
Enclosure Type	NEMA4 <sup>3</sup> (1P65)
Enclosure Size	4-5/8" X 1-3/4" X 1-3/4"
Controller Weight	5.1 oz (142 gram)
Certification	UL325 (Pending)

### Electric Door Operator Technical Specifications

- The electric door operator shall be the standard-duty Model RSX™ door control system for a (standard lift) (lift-clearance), (full-vertical) sectional door and/or (rolling steel door) and/or (rolling steel grille) as manufactured by Overhead Door Corporation and suitable for the type and size of door specified.
- The electric operator shall be (single phase) (three phase) with Voltamatic™ - the ability to adjust to the correct voltage of (115/208/230 for single phase) (208/230/460 for three phase) without removal or addition of any parts. (The electric operator shall be 575vac three phase).
- All components shall have corrosion resistant coatings.
- The operator shall be suited for NEMA ICS 6 Type I (NEMA ICS 6 Type 4) (NEMA ICS 6 Type 4X) environment.

### MOTOR

Motor shall be:

- (1/2 horsepower single phase or three phase with automatic thermal reset overload)
- (3/4 horsepower or 1 horsepower single phase with manual reset thermal overload)
- (3/4 horsepower or 1 horsepower three phase with automatic thermal reset overload)

Motor frame shall comply with NEMA (48 for 1/2hp single phase) (56 for 1/2 three phase, 3/4 & 1hp all phases), (open drip-proof construction) (Totally Enclosed Non Ventilated — TENV construction) (Totally Enclosed Fan Cooled — TEFC construction).

### REDUCTION

- Primary reduction is Super Belt™ an auto tensioning poly-V flex belt that does not require adjustment. Secondary reduction is by chain and sprocket.

### DUTY CYCLE

- Duty cycle shall accommodate standard duty usage up to 60 cycles per hour during peak usage periods.

- BRAKE (OPTIONAL WITHOUT ON CERTAIN MODELS)
- Brake shall be a DC Disc type with selectable Progressive Braking for smooth stopping.

### **CLUTCH**

- Clutch shall be adjustable friction disc type standard on all versions.

### **LIMIT SYSTEM**

- The Limit Lock™ limit system shall be magnetic type providing absolute positioning with push to set and remote setting capabilities. The Limit System shall remain synchronized with the door during manual operation and supply power interruptions.

### **CONTROL SYSTEM**

- The control system shall be microprocessor based with relay motor controls on a single board. This system will incorporate Einstein Logic™, with a 16 character Liquid Crystal Display (LCD) to display the system status. This system shall be capable of monitoring and reporting on a variety of operating conditions, including: Current operating status, Current command status, Motor movement status, Current error status (if applicable), Hoist Interlock status (if applicable), External Interlock status, 24VDC status.
- The control system shall feature a delay-on-reverse operating protocol.
- The system shall include maximum run timers in both directions of travel that limit motor run time in the event the clutch slips or some other problem occurs.
- It shall include provisions for the connection of a 2-wire monitored photocell system as well as standard 2-wire sensing edges, photocells or other entrapment protection devices.
- The system shall include provisions for connection of single and/or 3-button control stations,
- The system shall include provisions for connection of an external 3-wire radio controls and related control devices.
- The control system shall include on board open, close and stop control keys for local operation.
- Trolley operators shall include an inherent secondary reversal system.
- The control system will include a CodeDodger® radio receiver that is dual frequency cycling at 315Mhz and 390Mhz capable of storing 250 single button and/or 250 Open-Close-Stop transmitters with the ability to add and/or delete transmitters individually, identify and store activating transmitter ID(s).

### **MOUNTING**

- Mounting for Sectional doors shall be by (Jackshaft that is side-mounted with (chain/sprocket) (direct shaft-to-shaft) coupling to door (Trolley) (Side-mount trolley) (Dual trolley)
- Mounting for Rolling Steel doors shall be (front of hood) (top of hood) (wall- mount) and chain/sprocket coupling to door.
- Mounting for Hoist models shall be (Left Hand) (Right Hand)
- (Side-mount) (Center-mount) operator shall be adjustable for mounting directly, shaft to shaft, to the door shaft center distance off the wall at (3-3/4") (5') (6").

### **RELEASE**

- (Release shall be a pull and hold type mechanism with single cable operation and an integrated interlock switch on hoist units). (Release shall consist of a manual disconnect door arm on trolley units).

### **HOIST (OPTIONAL)**

- Chain hoist shall consist of chain pocket wheel, chain guard and smooth hand chain on hoist units.

### **SECONDARY REVERSAL**

- Trolley version only shall include an integral electronic reversing system that will stop and reverse a closing door upon detection of an obstruction and designed to accept an optional external reversing device.
- (Jackshaft) (Hoist) (Rolling Steel) versions shall be designed to accept an optional external reversing device.

### **OPTIONAL CONTROL ACCESSORIES**

- Control Accessories: In (lieu of) (addition to) (interior pushbutton control station) (exterior pushbutton control station) (interior key switches) (exterior key switches) (radio control) (OHD monitored photo electric eyes) (commercial photo electric eyes) (floor loops) (motion sensors).
- Operator Accessories shall be Timer to Close and will provide auxiliary control Inputs, auxiliary safety inputs, auxiliary timer hold input, and an automatic door closing feature with a user selectable time delay. Safety inputs are to be enabled or disabled using the on board keypad.

The Model RSX™ shall be installed in accordance with Overhead Door Corporation instructions and standards.

## **4. PRICING SHEETS**

Quote shall include **design, construction, labor, materials, shipping and transportation** required to **complete the installation** project as described in the entirety of this contract. Installation includes one (1) radio receiver; one (1) 1-channel receiver; extra track for doors up to 14' high, one (1) Patriot Traveling Infrared Sensor and one (1) Pneumatic Safety Edge for each location.

1. Fire Station #1, 5165 Welcome All Road, College Park, GA, 30349

\$ \_\_\_\_\_ / Domestic steel, iron, or manufactured goods completely installed

2. Fire Station #1, 5165 Welcome All Road, College Park, GA, 30349

\$ \_\_\_\_\_ / Foreign steel, iron, or manufactured goods completely installed.

3. Fire Station #7, 5965 Buffington Road, College Park, GA, 30349

\$ \_\_\_\_\_ / Domestic steel, iron, or manufactured goods completely installed

4. Fire Station #7, 5965 Buffington Road, College Park, GA, 30349

\$ \_\_\_\_\_ / Foreign steel, iron, or manufactured goods completely installed.

5. Fire Station #11, 4760 Fulton Industrial Boulevard, Atlanta, GA, 30336

\$ \_\_\_\_\_ / Domestic steel, iron, or manufactured goods completely installed

6. Fire Station #11, 4760 Fulton Industrial Boulevard, Atlanta, GA, 30336

\$ \_\_\_\_\_ / Foreign steel, iron, or manufactured goods completely installed.

## 5 SPECIAL CONDITIONS & INSTRUCTIONS

### SUBMITTALS

The bidder must list manufacturers' model designations, unit prices, and applicable discounts in the bid schedule, Attachment-I. Failure to do so shall result in the disqualification of the bidder.

All bids must include relevant product data sheets to prove compliance with the specified product standards.

### AUTHORIZATION TO PLACE CALLS

Below is a list of personnel authorized to place calls against this contract and approve overtime. Failure to receive proper authorization prior to providing the service and/or parts can be grounds for nonpayment of invoice.

<b>Name</b>	<b>Title</b>
<b>Billy Warren</b>	<b>Building Operations Manager</b>

## **INVOICING**

All invoices should be sent to the address below to expedite payment of invoices:

**General Services Department Building Construction Division**

Attn: Billy Warren  
141 Pryor Street  
Atlanta, Ga. 30303

Invoices will be returned 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.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

The successful vendor will comply with all lawful agreement, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

## **INSPECTION AND ACCEPTANCE**

All work (which term includes but is not restricted to materials, workmanship) shall be subject to inspection by Fulton County at any reasonable time and place prior to acceptance. Any such inspection is for the sole benefit of Fulton County and shall not relieve the contractor of the responsibility of providing quality control measures to assure the work strictly complies with the contract requirements. No inspection by Fulton County shall be construed as constituting or implying acceptance. Inspection shall not relieve the contractor of responsibility for damage to or loss of property, material, etc., prior to final acceptance of services completed.

The contractor shall without charge, replace any material or correct any workmanship found by Fulton County not to conform to the contract requirements unless in the public interest, Fulton County consents to accept such material or workmanship with an appropriate adjustment in contract price. The contract shall promptly segregate and remove rejected material from the premises at the contractor's expense.

If the contractor does not promptly replace rejected material or correct objected

workmanship, Fulton County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the contractor.

Unless otherwise provided in this contract, acceptance by Fulton County Government shall be made as promptly as practicable after completion and inspection of all work required by this contract or that portion of the work that Fulton County determines can be accepted separately.

**Failure to submit the required documents shall result in disqualification from this bid for being deemed non-responsive.**

## **6. Insurance and Risk Management Provisions Consulting (Operation and Maintenance)**

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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, Number 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 provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). 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	\$100,000
Employer's Liability Insurance	By Disease	Policy Limit	\$500,000
Employer's Liability Insurance	By Disease	Each Employee	\$100,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

\*\*To Include Per Project/Location Aggregate and Completed Operations for 3 Years after final payment\*\*

## 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

<b>Combined Single Limits</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
--	-----------------	-------------

## 4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each Occurrence	\$1,000,000
--------------------------------------	-----------------	-------------

## 5. PROFESSIONAL LIABILITY

**SEE BELOW (Scale)**

Contract Value – Under \$5,000,000	Per Claim/Aggregate	\$1,000,000/\$2,000,000
Contract Value - \$5,000,000 - \$10,000,000	Per Claim/Aggregate	\$2,000,000/\$4,000,000
Contract Value – over \$10,000,000	TO BE DETERMINED (TBD)	

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).

\*\*Extended Reporting Period 3 -5 Years\*\*

<b>6. Contractor's Pollution Liability</b>	Each Occurrence	\$5,000,000
--	-----------------	-------------

\*\*Or by endorsement to General Liability Policy for sudden and accidental\*\*

If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

### 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, Its Employees, Servants and Agents as an Additional Insured (except for Worker's 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 and notices 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

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that **Insurance in not 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/Vendor shall erect and properly maintain at all time 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 of the 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

cost 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 constructed 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 CIRCUMSTANCE DICTATE.

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

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

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