



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:

11DW76515C

WILL BE RECEIVED UNTIL

2:00 PM

January 28, 2011

DESCRIPTION: UPHOLSTERY CLEANING SERVICES FY 2011

DEPARTMENT: 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 . 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:
DIANN WASHINGTON

E-Mail Address :
diann.washington@fultoncountyga.gov

Telephone Number:
404-612-1100

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 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://fultonvendorelfservice.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 it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.

11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & 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.

**REQUEST FOR QUOTE SPECIFICATIONS****Quote Number: 11DW76515C****Opening Date: January 28, 2011****UPHOLSTERY CLEANING SERVICES FY 2011****GENERAL SERVICES DEPARTMENT****1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Upholstery Cleaning Services for the General Services Department for FY 2011.

**2. CONTACT PERSON**

Please contact Diann Wathington, Procurement Officer at (404) 612-1100 or by e-mail [diann.wathington@fultoncountyga.gov](mailto:diann.wathington@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

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

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

**3. PRODUCT/SERVICE SPECIFICATIONS**

- Fulton County is requesting quotes from qualified vendors to provide on-site cleaning of upholstered furniture and other fabric-covered surfaces owned by Fulton County.
- Work will be provided on an "as needed, when needed, if needed" basis and shall include, but is not limited to the services and locations listed in this quote.
- The vendor is to furnish all labor, equipment, transportation, and material necessary to provide on-site upholstery cleaning in buildings within Fulton County to include, but not restricted to, the Government Center Complex, the Justice Center Complex, Juvenile Court Building, Central Library, Auburn Research Library, North & South Service Centers, and Benson, Bowden, Darnell & Mills Senior Centers.
- Vendor will provide estimates for cleaning costs and receive approval to clean items only from the Contract Administrator or his designated representative prior to

beginning cleaning.

- Vendor will not be reimbursed for any items cleaned without proper prior approval.
- During preparation of estimates, vendor will notify Contract Administrator or his designated representative of specific items that cannot be properly cleaned. Failure to provide this information in advance will not exempt vendor from properly cleaning the item and will not be the basis for additional charges.
- Upon completion of cleaning, fabric shall be clean and free of dirt, grime, spots, and excessive moisture. There must be no discoloration of the fabric or surroundings resulting from cleaning efforts.
- All materials, supplies, and services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with standard commercial practices.
- Any damage to furniture being cleaned or to surrounding items or materials must be immediately reported to the Contract Administrator or his designated representative and recorded on the report of work performed.
- Vendor is responsible for repair or replacement of items damaged during cleaning operations.

#### 4. PRICING SHEETS

Item Pricing: This section contains a list of items currently owned by the County which would be repaired under any quote emanating from this RFQ. This list is not all inclusive and is to be used to facilitate the quote process. Fulton County reserves the right to add or subtract from this listing at any time.

<u>Line</u>	<u>Type of Furniture:</u>	<u>Cost/item</u>
1.	Wall panel (5' by 5', per side)	\$ _____
2.	Secretary chair	\$ _____
3.	Office chair	\$ _____
4.	Arm chair	\$ _____
5.	Executive chair	\$ _____
6.	Overstuffed chair	\$ _____
7.	Loveseat	\$ _____
8.	Sofa/Couch	\$ _____

9. Ballroom chairs \$ \_\_\_\_\_
10. Service call charge (if none, so state): \$ \_\_\_\_\_

## 5. SPECIAL CONDITIONS/INSTRUCTIONS

- The vendor shall respond service calls within two (2) hours.
- Routine work will be done on a pre-arranged schedule. The Contract Administrator or his designated representative (normally a Zonal Manager) will coordinate, on-site, with the successful vendor to perform services for a specific number of items.
- Items which are extensively soiled and requiring additional or specific care not covered under this quote must be identified at this time or additional charges will not be paid.
- Scheduled services not properly completed must be properly provided within three (3) days of notification of the discrepancy.
- Repeated failure to provide services in accordance with agreed-upon schedules may be grounds for termination.

### WORKING HOURS

- For the purpose of this quote, normal working hours will be from 7:00 a.m. through 6:00 p.m., Monday through Friday, excluding Fulton County holidays.
- Overtime will not be paid unless specifically authorized in writing in advance of the work being done.
- The vendor is required to acknowledge a notification call within two (2) hours in order to make arrangements for services. Failure to respond within the two hour time period will not be basis for overtime payment.

### AUTHORIZATION TO PLACE CALLS

- The following is a list of personnel authorized to place calls against this contract and approve overtime. Failure to receive proper authorization prior to providing the services can be grounds for nonpayment of the invoice.

#### Title

Building Services Manager/Louis Dsouza  
 Building Supervisor/ Valerie Logan  
 Clifford Howard

#### Telephone No.

404-613-1570  
 404-822-4140  
 404-713-1619

## **EMPLOYEES**

- Within ten (10) days after commencement of quote, and before beginning service in any County facilities, the successful vendor shall provide the Fulton County Contract Administrator with a list of employees who will be performing services under this quote.
- The list shall specify the employee's name and position.
- All employees assigned to this quote must have a completed Georgia Criminal Investigation (GCI).
- All costs associated with the background check shall be paid by the vendor.
- Employees assigned to this quote must not have convictions for any criminal offense involving theft, assault, or drugs.
- 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 in Fulton County Buildings. 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. The personnel of the company that will work on the County sites must be uniformed with their company identification (name and/or logo) on their uniform.
- Employees must conduct themselves in a professional manner while on the County's sites. 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 Vendor from work on this contract for misconduct or security reasons. Removal of any employee of Vendor for cause does not relieve Vendor from responsibility for total performance of contracted tasks.
- 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.

### **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.

### **REFERENCES**

- The vendor is required to provide three (3) commercial or government references who can verify the vendor's capability to perform the services requested in this solicitation.
- At least one (1) of the references must be from a customer currently being serviced and the remaining two (2) should be from customers serviced within the past three (3) years.
- Provide company name and address and contact person's name and telephone number for each reference (i.e., Cobb County Government, 2222 Northside Parkway, Marietta, Jim Thomas, 404-123-4567).
- Inability to contact reference due to faulty information will cause reference to be disregarded and may lead to vendor being declared non-responsive.

### **VENDOR QUALIFICATIONS**

- The special nature of the work environment and the services to be performed require a contractor with specific experience in this type of cleaning.
- The vendor must have a minimum of five (5) years experience doing this type work.
- Selected vendor must obtain any and all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

- Vendors must submit, with their quote, copies of any appropriate training or membership certification from recognized professional organizations in the upholstery cleaning industry.

## **SERVICE REPORTS**

- The successful vendor is required to submit a service report documenting completion of each service call within three (3) days of completing the service.
- Invoices will not be paid until service report is received. Failure to submit these reports may be grounds for contract termination.
- Each report must contain the following information:
  1. Fulton County Work Request Number
  2. Date(s) service was performed.
  3. Start Time & Completion time.
  4. Facility name and address where service was provided.
  5. A description of the work performed, including any exceptions or damages.
  6. Name(s) of Technicians providing service.

## **LOCATION OF SITES**

This list is for planning purposes only. Fulton County reserves the right to request services in other facilities during the term of this contract.

1. Fulton County Government Center Complex, 141 Pryor Street, SW
2. Fulton County Justice Complex, 160 Pryor Street, SW
3. Juvenile Court Building, 395 Pryor Street, SW
4. Central Library, 1 Margaret Mitchell Square, NW
5. Auburn Avenue Library, 101 Auburn Avenue, SW
6. North Fulton Service Center, 7741 Roswell Road, Sandy Springs
7. South Fulton Service Center, 5600 Stonewall Tell Road, College Park
8. Benson Senior Center, 6500 Vernon Woods Drive, Atlanta
9. Bowden Senior Center, 2885 Church Street, East Point
10. Darnell Senior Center, 677 Fairburn Road, NW, Atlanta
11. Mills Senior Center, 515 John Wesley Dobbs Avenue, Atlanta

## 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)

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

<b>Combined Single Limits</b>	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 3<sup>rd</sup> 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 insured on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insures. This insurance for the additional insured 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 Insured.

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.

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 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.**