



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER:		12GS83564C
WILL BE RECEIVED UNTIL 2:00 P.M., EST.		MAY 7, 2012
DESCRIPTION: GLASS AND GLASS REPAIR SERVICES FACILITIES & TRANSPORTATION SERVICES DEPARTMENT		
Quotes must be submitted 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. QUOTERS 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: Gertis Strozier	E-Mail Address: gertis.strozier@fultoncountyga.gov	Telephone Number: 404-612-5826
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:		
*The individual submitting this e-quote must have 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 quoters 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://fultonvendorservice.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.** Quoter 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. Quoter further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Quoter agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the quoter.
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 Quoter 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 Quoter 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 Quoter 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 Quoter 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: 12GS83564C

Opening Date: May 7, 2012

Glass and Glass Repair Facilities & Transportation Services Department

1. DESCRIPTION

Fulton County Department of Purchasing and Contract Compliance is soliciting quotes from qualified vendors parts, labor, transportation and materials necessary to provide Glass and Glass Repair Services for the Facilities & Transportation Services Department on an “as needed, when needed and if needed” basis from date of award and continuing for twelve (12) consecutive months.

2. CONTACT PERSON

Please contact Gertis Strozier, Procurement Officer at (404) 612-5826 or by e-mail gertis.strozier@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 Quoters 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

The quoter may quote on any or all of the groups, Group A: Glass Products and Group B: Acrylic. All materials, supplies, services and/or parts supplied to Fulton County shall be of the highest quality and must conform to any related state, municipal, or federal standards and must be consistent with standard commercial practices.

General Requirements

- 3.1 The repair services provided shall be, unless otherwise stated in the contract, in accordance with the method and practices of the original manufacturer's, maintenance and repair.
- 3.2 Vendor must provide cost estimate for work other than emergency work, a breakdown of labor and material cost required for each individual job assigned. Such costs used shall not exceed the price quoted for labor as applicable and material if contained in the Pricing Schedule.
- 3.3 The successful vendor must be industry certified to provide glass, acrylic and repair services for these products and services.
- 3.4 All personnel of the company that will work in county facilities must wear uniform with their company logo clearly visible on it. If the personnel report for work in a vehicle, that

vehicle should have the vendor's name or the company's name printed at the back or either sides of the vehicle/s. At least one crewmember should be able to communicate in English.

- 3.5 Fulton County shall have the right to cancel the contract at any time in the event the successful vendor breaches any of the conditions in the contract.

4. PRICING SHEETS

Quote schedule

Prices Quoted shall include all necessary edge work. Contractor shall provide estimates when called for, at no additional charge. Please indicate the prices in the accompanying quote schedule

All price quoted are per square foot.

Group A: Glass Products

Item #	Description	Sizes	Price	
			Delivered	Pick- Up
1.	Window glass, 1/16 thick single strength glass	SSG 1/16"	\$	\$
2.	Window glass, 1/8 thick double strength glass	DSG 1/8"	\$	\$
3.	Plate Glass – Clear	3/16"	\$	\$
4.	Plate Glass – Bronze	3/16"	\$	\$
5.	Plate Glass – Smoke	3/16"	\$	\$
6.	Plate Glass - Clear	3/8"	\$	\$
7.	Plate Glass - Bronze	3/8"	\$	\$
8.	Plate Glass - Smoke	3/8"	\$	\$
9.	Plate Glass - Clear	1/4"	\$	\$
10.	Plate Glass - Bronze	1/4"	\$	\$
11.	Plate Glass - Smoke	1/4"	\$	\$
12.	Laminated Safety Plate Glass -Clear	1/8"	\$	\$
13.	Laminated Safety Plate Glass - Clear	3/16"	\$	\$
14.	Laminated Safety Plate Glass - Clear	3/8"	\$	\$

Item #	Description	Sizes	Price	
			Delivered	Pick- Up
15.	Laminated Safety Plate Glass - Clear	1/4"	\$	\$
16.	Laminated Safety Plate Glass - Clear	7/32"	\$	\$
17.	Laminated Safety Sheet - Clear	1/8"	\$	\$
18.	Laminated Safety Sheet - Clear	3/16"	\$	\$
19.	Laminated Safety Sheet - Clear	3/8"	\$	\$
20.	Laminated Safety Sheet - Clear	1/4"	\$	\$
21.	Insulated Glass Pane - Clear	1/8"	\$	\$
22.	Insulated Glass Pane - Clear	3/16"	\$	\$
23.	Insulated Glass Pane - Clear	3/8"	\$	\$
24.	Insulated Glass Pane - Clear	1/4"	\$	\$
25.	Insulated Glass Pane - Clear	3/4"	\$	\$
26.	Insulated Glass Pane - Clear	1"	\$	\$
27.	Custom Tempered Glass Panes - Clear	1/8"	\$	\$
28.	Custom Tempered Glass Panes - Clear	3/16"	\$	\$
29.	Custom Tempered Glass Panes - Clear	3/8"	\$	\$
30.	Custom Tempered Glass Panes - Clear	1/4"	\$	\$
31.	Custom Tempered Glass Panes - Clear	3/4"	\$	\$

Group B: Acrylic and Lexan

Item #	Description	Sizes	Prices	
			Delivered	Pickup
32.	Acrylic Plastic Sheets - Plexiglas	1/8"	\$	\$
33.	Acrylic Plastic Sheets - Plexiglas	3/16"	\$	\$
34.	Acrylic Plastic Sheets - Plexiglas	3/8"	\$	\$

35. **Hourly rate for normal hours of work for Glass/plexi-glass repair/installation:****

	<u>One story</u>	<u>Two/+ stories</u>
(1) Journeyman:	\$ _____	\$ _____
(2) Apprentice :	\$ _____	\$ _____

36. **Hourly rate for work beyond normal hours work for glass/plexi-glass repair/installation: ****

(1) Journeyman:	\$ _____	\$ _____
(2) Apprentice:	\$ _____	\$ _____

****Note:** Normal Hours of work: 7:00 AM to 5:00 PM, EST. Monday through Friday excluding Fulton County holidays

Beyond normal hours of work: 5:00 PM to 7:00 AM, EST. Monday through Friday, Weekends and Fulton County holidays

5. SPECIAL CONDITIONS/INSTRUCTIONS

5.1 Working Hours:

This contract is to provide services twenty four (24) hours a day, seven (7) days a week. For the purpose of this contract, normal working hours will be from 8:00 A.M. through 5:00 P.M. Monday through Friday excluding Fulton County holidays. All work performed outside of normal work hours (including weekends and holidays) will be paid at quoted rates subject to a maximum of 1.5 times the rate of the basic quote. Holiday rates will only apply to holidays observed by Fulton County. The successful quoter is required to respond to all service calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

5.2 Required Submittals:

The quoter must submit a list of at least two (2) of his employees who are technicians with at least five (5) years' experience on such repair work.

- A. _____
- B. _____

5.3 Technical Point of Contract:

For information please contact Gertis Strozier, Procurement Officer at 404-612-5826 Department of Purchasing & Contract Compliance.

5.4 Inventory:

To ensure expedient delivery, does the quoter have full inventory of Glass and Glass Repair Services available within a fifty (50) miles radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303?

Yes No

Address of location of product and/services:

Vendor understands that having inventory stocked within fifty (50) miles radius of Fulton County Government Center at 141 Pryor Street, Atlanta GA 30303 will be a factor considered for evaluating the quote.

5.5 Delivery:

Requirements will be as required by the Facilities and Transportation Construction Division. The quoter is required to respond to requests for delivery of goods in accordance with the following criteria:

5.6 Delivery of goods:

- | | | |
|----|---------------------|--|
| A. | Emergency Requests: | Will be delivered within eight (8) hours. |
| B. | High Priority: | Will be delivered within seventy-two (72) hours. |
| C. | Routine Requests: | Will be delivered within five (5) days. |

5.7 Response Requirements for service calls:

Response requirement for service calls will be as follows:

- | | | |
|----|---------------------|--|
| A. | Emergency Requests: | Will be responded within two (2) hours. |
| B. | High Priority: | Will be responded within eight (8) hours. |
| C. | Routine Requests: | Will be responded within seventy-two (72) hours. |

Failure to adhere to this delivery schedule can be grounds for termination of the contract.

5.8 Award:

Award(s) will be made to the lowest, most responsive and responsible quoter. Fulton County reserves the right to award the contract to more than one vendor if it is in the best interests of the County. Fulton County may procure all or some items from the list of items included for quote.

5.9 Evaluation:

To determine the lowest, most responsive bid Fulton County will consider the following information in the quotes.

- Price quoted for the material listed the 'Quote Schedule' at the end of this document.

Note: Quoting lowest price on one or more item in the list will not be a sufficient reason for receiving a contract for that item

- Labor charges quoted against Items 35 and 36 in the Quote Schedule

To determine the most responsible quoter Fulton County will consider the following information which the quoters must include with their quote.

- Quoter has submitted proof of insurance as required in Section 6
- Location of quoters facility, as indicated in Section 5.4
- Quoters ability to meet delivery requirements as required in Section 5.6

5.10 Price Quotes and Price Lists:

Price quotes will include all transportation charges fully prepaid to the Fulton County Facilities & Transportation Services Department, Inventory Control, 3295 Aviation Circle, Building C, Atlanta, Georgia; Fulton County Government Center, Loading Dock, 141 Pryor Street, Atlanta, Georgia; or The Fulton County Justice Center, 160 Pryor Street, Atlanta, Georgia.

5.11 Invoices:

Invoices submitted against the contract must include the purchase order number, items number (s) and item description (s), list prices, applicable discounts, and net prices. The quoter may be required at times to furnish items not designated in this quote. The invoice must clearly indicate that these items were not included in the original quote. Under this circumstance the quoter must indicate on the invoice the applicable price list (s) for the item(s). If this price list (s) was not previously supplied, the quoter will include it with the submission of the invoice. Failure to submit this information will result in the invoice being rejected for payment.

- Invoices relating to repair services carried out shall clearly indicate the name and/or asset number of the building where repairs are done. Invoices shall not reflect work done on more than one building. All such invoices shall be forwarded only to the authorized person requesting the service.
- Invoices will be returned unpaid to the contractor when one of the following conditions exists:
 - A. Invoices do not contain all the required information.
 - B. List price on the invoice does not correspond to the latest price.
- Send invoices to the following address only to speed up the payment procedure.

Fulton County Facilities & Transportation Services Department
Building Construction Division
3977 Aviation Circle
Atlanta, GA 30336

In most cases Facilities & Transportation Services Department will require an estimate for each work. The estimate must show cost of material and labor separately. The labor and material estimate must use the price quoted in the price schedule where applicable.

**6. Insurance and Risk Management Provisions
Glass and Glass Repair Services**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of a specific policy 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	\$500,000.
Employer’s Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer’s Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

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 Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits (Symbol 1)	Any One Accident	-	\$1,000,000
(Property Damage and Bodily Injury)			
Non-owned and Hired Liability (Symbol 1)	Each Occurrence	-	\$1,000,000

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) 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 Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The Contractor/Vendor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as Additional 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 Contractor. 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 shall be sent to:

Fulton County Government – Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the 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, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreement.

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____