



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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



Felicia Strong-Whitaker, Interim Director

**REQUEST FOR QUOTE NUMBER: 09RH67420YA**

**WILL BE RECEIVED UNTIL 2:00 P.M. EST. WEDNESDAY APRIL 15, 2009**

**DESCRIPTION: TAX BILL MAILINGS FULTON COUNTY TAX COMMISSIONER'S OFFICE**

Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at [www.fultonvendoreselfservice.co.ga.us](http://www.fultonvendoreselfservice.co.ga.us) . You must be a registered vendor in order to respond to quotes.

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

CONTACT NAME: RODNEY HERNE, Procurement Officer	E-Mail Address : <a href="mailto:rodnev.herne@fultoncountvga.gov">rodnev.herne@fultoncountvga.gov</a>	Telephone Number: (404) 612-4216
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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
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Telephone Number:	Fax Number:	E-Mail Address:
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**RESPONSES MUST BE SUBMITTED ON-LINE AT [www.fultonvendoreselfservice.co.ga.us](http://www.fultonvendoreselfservice.co.ga.us) BY THE TIME AND DATE INDICATED.**

Person submitting QUOTE: (Please Print)	Date
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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 [www.fultonvendorelfselfservice.co.fulton.ga.us](http://www.fultonvendorelfselfservice.co.fulton.ga.us). 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.

**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: 09RH67420YA**

**Opening Date: April 15, 2009**

### TAX BILL MAILINGS FULTON COUNTY TAX COMMISSIONER'S OFFICE

#### 1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Mailing Services for the Tax Commissioner's Office for (12) twelve consecutive months, effective from date of award. Service is to mail various kinds information concerning the collection of taxes.

#### 2. CONTACT PERSON

Please contact Rodney Herne, Procurement Officer at (404) 612-4216 or by e-mail [rodney.herne@fultoncountyga.gov](mailto:rodney.herne@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

1. Process and mail approximately 200,000 solid waste bills, 200,000 Solid Waste Brochures, 400,000 Tax Bills and 400,000 Brochures, consisting of up to 200,000 City of Atlanta Tax Bills and up to 200,000 Fulton County Tax Bills on or before July 1, 2009.
2. Process and mail up to approximately 50,000 additional Tax Bills with inserts, in increments of 250 to 10,000 each month.
3. Pick up inserts and envelopes from the Office of the Tax Commissioner or other locations in the Atlanta area. Maximum of five (5) pick ups for July billing. All other pick ups for daily or late billings as required.
4. Folding, inserting and mailing in Zip + 4 orders. All items will be provided in Zip + 4 orders.
5. All items must be mailed using the Office of the Tax Commissioner's Permit Account.
6. Provide service to compare and approve data base of mailing addresses against the National Change of Address (NCOA) files.
7. Provide service to spray bar codes, with NCOA addresses, onto mail pieces.
8. Provide Fast Forward Mail Processing in conjunction with the United States Postal Service.

9. Receive data files and produce billing letter for various tax years with one (1) computer record per tax year. One (1) letter may have multiple tax years included, letters to be printed on 8 ½" x 11" paper, addressed, bar coded, folded, glued, preformatted to mail as a single document.
10. All supplies, letters envelopes not needed for mailing will be returned to the Tax Commissioner's Office within thirty (30) days after final mailings.

Pickup address is as follows:  
 Tax Commissioner's Office  
 141 Pryor Street, Suite 1085  
 Atlanta Ga. 30303  
 Contact: Senior Accountant

#### 4. **PRICING SHEETS**

##### **Mailing of Tax Bills**

1. Labor cost to tri-fold 800,000 pieces, consisting of approximately 400,000 bills size 8 ½" x 14", cost to tri-fold approximately 400,000 brochures size 8 ½" x 14".  
 \$ \_\_\_\_\_/M (Price per Thousand).
2. Labor cost to insert a tri-folded 8 ½" x 14" tax bill, a tri-folded 8 ½" x 14" brochure and a number 9 return envelope into a number 10 outside mailer with the address showing through the window, and deliver to the post office. Postage cost will be provided by the Office of the Tax Commissioner.  
 \$ \_\_\_\_\_/M (Price per Thousand)
3. Labor cost to bi-fold and insert 200,000 8 ½" x 11" Solid Waste Bills and 200,000 8 ½" x 11" Brochures.  
 \$ \_\_\_\_\_/M (Price per Thousand)
4. Labor cost to tri-fold 50,000 pieces, consisting of 25,000 bills, size 8 ½" x 14", plus 250,000 information letters size 8 ½" x 11" to be mailed out, from 250 to 10,000 pieces each month, beginning August-December 2009.  
 \$ \_\_\_\_\_/M (Price per Thousand).
5. Labor cost to produce 240,000 letters, address, barcode, fold and glue perforated and mail. To be mailed, 60,000 pieces each quarter, beginning January-December 2009. Postage cost will be provided by the Office of the Tax Commissioner.  
 \$ \_\_\_\_\_/M (Price per Thousand).
6. Compare mailing address data with National Change of Address (NCOA) service and approve to receive discount mailing rates with the United States Postal Service.  
 \$ \_\_\_\_\_/M (Price per Thousand).
7. Provide fast forward mailing processing through the United States Postal Service.  
 \$ \_\_\_\_\_M/ (Price per Thousand).
8. Labor cost to bi-fold 100,000 pieces, size 8 ½" X 11".  
 \$ \_\_\_\_\_/M (Price per Thousand).
9. Labor cost to insert 30,500 bi-folded pieces and return envelope into 6" x 9" outside mailer.  
 \$ \_\_\_\_\_/M (Price per Thousand).
10. Labor cost to insert 16,000 pieces 8 /12" x 11", bi-folded into a 6" x 9" outside mailer.  
 \$ \_\_\_\_\_/M (Price per Thousand).

11. Labor Cost to bi-fold 16,000 pieces, size 11" x 17".  
\$ \_\_\_\_\_/M (Price per Thousand).
12. Labor cost to insert 16,000 pieces into a 9" x 12" outside mailer with a return envelope.  
\$ \_\_\_\_\_/M (Price per Thousand).
13. Labor cost to tri-fold 160,000 8 ½" x 14" Delinquent Tax Bills  
\$ \_\_\_\_\_/M (Price per Thousand).
14. Labor cost to insert 160,000 tri-folded 8 ½" x 14" Delinquent Tax Bills and a number 9 return envelope into a number 10 outside mailer with address showing through the window, and deliver to the Post Office. Postage cost will be provided by the Office of the Tax Commissioner. There will be five mailings. The first mailing will be for approximately 30,000 8 ½" x 14" tri-folded bills. The second mailing will be for approximately 50,000 8 1/2" x 14" tri folded bills. The third mailing will be for approximately 40,000 8 ½" x 14" tri folded bills. The fourth mailing will be for approximately 20,000 8 ½" x 14" tri folded bills. The fifth mailing will be for approximately 20,000 8 1/2" x 14" tri folded bills.  
\$ \_\_\_\_\_/M (Price per Thousand).

## 5. SPECIAL CONDITIONS/INSTRUCTIONS

### The Successful Vendor Must:

1. Process all items in accordance with Postal regulations and in compliance with the goal of mailing as many bills as possible at the lowest Postal Rates.
2. Provide automated service in accordance with Postal regulations.
3. Provide original Postal Forms and Transmittal Forms which match the number of bills mailed and the amount of postage charged. This will be used to check the number of bills processed for mailing and authorization of payment. To be provided with each invoice, invoices for number of pieces and postage receipt for number of pieces must balance.
4. Have adequate storage/working space to accept items to be processed for mailing. This includes the Tax Bills, Information Letters, and Envelopes.
5. Return damaged or excess items to the Office of the Tax Commissioner for other processing or storage within three (3) business days of being damaged.
6. Notify the Office of the Tax Commissioner before mailing out any projects. Provide a monthly electronic statement of envelope usage and existing inventory by Division, include envelope sizes.
7. Have the ability to color print a Tax Brochure, fold insert on 24lb. white 8 ½"x14" papers, approximately 500,000 totals. No subcontractors allowed for the process of Brochures.
8. Pick up all items needed for the Mailing of tax bills and solid waste bills by June 16, 2009.
9. Mail out all tax bills and solid waste bills within five (5) calendar days after date of pick-up.
10. Pick up all items needed for the mailing of tax bills and solid waste bills within one (1) day of notification by the Office of the Tax Commissioner.

- 11. Provide the Tax Commissioner samples of letters generated to proof before the completion of each mailing. Letters must be completed, proofed and mailed out within five (5) calendar days of receipt of data file or mail pieces.
- 12. If there are any delays for any reason in meeting the designated deadlines above under Special Conditions, the vendor shall notify the Tax Commissioner’s Office immediately.
- 13. Vendor should submit a minimum of three (3) references he/she has performed of same and/or similar contracts within the last three (3) years below. Failure to do so may deem your quote non-responsive. **This information shall be submitted as a attachment with your RFQ response online at [www.fultonvendorelfservice.co.ga.us](http://www.fultonvendorelfservice.co.ga.us)**

Vendor’s Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

Vendor’s Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

Vendor’s Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

**6. INSURANCE & RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions  
Goods and Ancillary 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 Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be received by Fulton County Government prior to the start of any activities/services as described in the bid. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

**4. UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	-	\$5,000,000
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**5. FIDELITY BOND AND CRIME**

(Employee Dishonesty) (Theft)	Each Occurrence	-	\$ 100,000
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\*\*Above to include 3<sup>rd</sup> Party Coverage\*\*

**Certificates:**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

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

**Important:**

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

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect

thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

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

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

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

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

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