



Department of Purchasing & Contract Compliance

Cecil S. Moore, Director

REQUEST FOR QUOTE NUMBER:

11CT77600YA

WILL BE RECEIVED UNTIL

Monday, March 21, 2011 @ 2:00pm EST.

**DESCRIPTION: Drug and Alcohol Substance Abuse Testing- Personnel Department
Employee and Labor Relations**

Division

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. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:

Carolyn Towns

E-Mail Address :

carolyn.towns@fultoncountyga.gov

Telephone Number:

(404) 612 4208

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

Company Name: Not applicable

Company Address: Not applicable

City Not applicable **State** Not applicable

Zip Code

Telephone Number:

Not applicable

Fax Number:

Not applicable

E-Mail Address:

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

Person submitting QUOTE: (Please Print) Not applicable

Date

Title Not applicable

***Signature of the person submitting QUOTE:**

Not applicable

*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 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.

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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://fultonvendorseffservice.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.

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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 &

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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.

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Drug and Alcohol Substance Abuse Testing
Personnel Department
Employee and Labor Relations Division

1. DESCRIPTION

Fulton County Department of Purchasing and Contract Compliance is soliciting quotes from qualified vendors to provide body fluid and alcohol testing and substance abuse detection to the department of Personnel on an as, if and/or when requested basis for a period of one (1) year.

2. CONTACT PERSON

Please contact Carolyn Towns, Procurement Officer at (404) 612-4208 or by e-mail carolyn.towns@fultoncountyga.gov, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website (www.fultonvendorservice.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 on line and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

General Information:

The Fulton County Personnel Department will test approximately one hundred fifty (150) employees during the year for drug usage and approximately 40 employees for alcohol abuse:

All procedures utilized for testing of alcohol and drugs must be conducted in accordance with the procedures in 49 CFR Part 40.

Minimum Requirements:

All vendors must insert "compliance", exception or the appropriate response" in each numbered space provided below.

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Testing site(s):

1. The successful vendor will provide the testing site, materials, certified personnel and all other incidentals necessary in providing the requested services. The employees selected for testing will travel from various departments/sites located throughout Fulton County; therefore, vendor must provide the name and address of the testing site(s) at which testing will be performed. The successful vendor must have multiple sites available in Fulton County. Please provide the name, address and primary contact person for each site on a separate sheet of paper. Failure to provide this information will deem your quote as “non-responsive” and disqualification of your quote.
2. The laboratory(s) must be certified by the Substance Abuse and Mental Health Services Administration. (SAMHSA).

In the event the successful vendor sub-contracts any work prescribed under this quote to another firm, the sub-contractor will be subject to the same requirements as the primary contractor. If yes, please state name, address, telephone number and primary contact person.

Testing Schedules

1. To ensure confidentiality of testing dates, times and the identity of selected employees, scheduling will occur no earlier than, twenty-four (24) hours prior to the test date and time.

Laboratory drug analysis procedures

2. Laboratory will use only procedures approved by the (SAMHSA).
3. The standard initial test shall use an immunoassay which meets the requirements of the food and drug administration for commercial distribution.
4. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

**Initial Test Level
(NG/ML)**

A.	Amphetamines	
	Amphetamines/AMP/MAMP	500
	Methamphetamines	500
B.	Cocaine metabolite(s)	150
C.	Opiates/metabolite(s)	2000
	Morphine	
	Codeine	
	6-Acetylmorphine	10

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- | | | |
|----|-----------------------|----|
| D. | Marijuana metabolites | 50 |
| E. | Phencyclidine | 25 |

Note: The above test levels are subject to changes as advances in technology or other considerations warrant identification of these substances at other concentrations.

Laboratory Alcohol Analysis Procedures

1. Breath alcohol testing must be administered by certified individuals only
2. Positive levels of alcohol will be .02 grams or greater

Standard Confirmatory Test

1. All urinalysis specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed.
2. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory records as "greater than highest standard curve value", cutoff values are as follows:

**Confirmation test levels
(NG/ML)**

- | | | |
|----|-----------------------|------|
| A. | Amphetamines | |
| | Amphetamine | 250 |
| | Methamphetamine | 250 |
| | MDMA | 250 |
| | MDEA | 250 |
| | MDA | 250 |
| B. | Cocaine metabolite(s) | 100 |
| C. | Opiates/metabolite(s) | |
| | Codeine | 2000 |
| | 6-Acetylmorphine | 10 |
| D. | Marijuana metabolites | 15 |
| E. | Phencyclidine | 25 |

Note: These test levels are subject to changes as advances in technology or other considerations warrant identification of these substances at other concentrations.

1. Before any test result (initial tests, confirmatory test or quality control date) is reported, it shall be reviewed and the test certified as an accurate report by an individual qualified to report results.

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2. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cutoff for each, the specimen number assigned by the collection site person and the drug testing laboratory specimen identification number.

3. The results both positive and negative for all specimens submitted to the laboratory at the same time shall be reported to the county at the same time.

4. The laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test.

5. Only specimens confirmed positive shall be reported positive for a specific drug.

6. The laboratory must ensure the security of the data transmission, storage and retrieval system.

7. The laboratory shall send to the county a certified copy of the original chain of custody form signed by the individual responsible for attesting to the validity of the test reports.

8. Breath alcohol testing must be performed by an Evidential Breath Testing Device. (EBT) that has been approved by the National Highway Traffic Safety Administration (NHTSA) and placed on NHTSA's "Conforming Products List of evidential breath measurement devices."

Retesting Urinalysis Specimens:

Because some analyses deteriorate or are lost during freezing and/or storage, quantization for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

Expert Testimony:

The laboratory shall have qualified personnel available to testify in an administrative disciplinary proceeding against a county employee when that proceeding is based on positive urinalysis and/or breath alcohol results reported by the laboratory.

Quality Assurance and Quality Control:

1. The drug testing laboratory shall have a quality assurance program which encompasses all aspects of the testing process including, but not limited to, specimen acquisition, confirmation testing and validation of analytical procedures.

2. Quality assurance procedures shall be designed, implemented and reviewed to monitor the conduct of each step of the process of testing for drugs.

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3. All procedures utilized for the testing of alcohol and drugs must meet the requirements of the federal uniform commercial driver's license act, OCGA 40-5-140-et.seq.

Reporting of Results:

1. Reporting of results shall be to County officials as set forth herein.
2. Test results will be made available only to the personnel director or his/her designee.
3. The laboratory may transmit positive urinalysis results only to the medical review officer using various electronic means (e.g. teleprinters, facsimile or computer) as long as it is in a manner
4. designed to ensure confidentiality of the information. Positive results may not be provided verbally by telephone.
5. An MRO will be provided by the successful vendor and utilized only for those tests with positive results.
6. The role of the MRO will be to review and interpret
Positive urinalysis test results obtained through the agency's testing program.
7. The MRO shall review positive urinalysis results and examine alternative medical explanations for the positive test result. This action could include the following:
 - A. Conducting a medical interview with the individual
 - B. Review of the individual
 - C. Review of the individual's medical history
 - D. Review of any other relevant biomedical factors
8. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.
9. The MRO shall not consider the results of urine samples that are not obtained and/or processed in accordance with these guidelines.
10. The MRO shall give the individual an opportunity to discuss the test results with him or her prior to making a final decision to verify a positive test result.
11. The MRO shall inform the director of personnel/employee/labor relations or her designee upon verification of a positive test result.
12. Upon request from the MRO, the laboratory shall provide to the MRO, quantization of positive test results.
13. The MRO may not disclose quantization of positive test results to the county, but shall report only that the test was positive.

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14. The MRO must be a physician, licensed to practice in any U.S., Canadian, or Mexican jurisdiction and must be knowledgeable about DOT MRO guidelines.

4. Pricing Sheets

1. 60-70 each Body fluid testing, as per the minimum requirements found below
Quarter

Price per test utilizing the services of a Medical Review Officer:

\$ _____/each

2. 15-20 each Breath alcohol testing, as per the minimum requirements found below
Quarter

\$ _____/each

Note: Quantities shown are estimates. Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price quoted regardless of actual quantity ordered.

If selected Fulton County agrees to pay the above quoted amount with no additional fees (i.e. processing fees, billing fees, administrative fees, etc...)

5. Special Conditions/Instructions

Submittals: Fulton County will only use laboratories certified by the SAMHSA to perform body fluid testing for substance abuse detection. Vendors must submit proof of certification also indicating RFQ #11CT77600YA by uploading them as an attachment under Commodity Response Screen while entering the bid pricing. This information will be used for evaluation purposes in conjunction with lowest bid pricing for determination of the lowest responsive and responsible bidder.

Delivery: Time of delivery will be an important factor in determining the successful vendor. Fulton County prefers delivery of negative and positive results within _____. If the vendor cannot meet this requirement, please provide best delivery test results below.

Vendor can provide delivery of negative test results within _____days upon receipt of specimen(s).

Vendor can provide delivery of positive test results within _____days upon receipt of specimen(s).

Billing Instructions:

Upon notification of test results to Fulton County, vendor agrees to provide monthly invoices of all testing activity processed.

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Please mail all invoices to the address listed below:

Fulton County Personnel Department
Attn: Employee Labor Relations Division
141 Pryor Street SW Suite 3054
Atlanta, GA 30303

**6. Insurance and Risk Management Provisions
Medical 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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

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

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Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$ 100,000
CGL - No Exclusion for Sexual Abuse Allegations		

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$500,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY

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

5. PROFESSIONAL LIABILITY(Medical Malpractice) SEE BELOW (Scale)

Contract Value – Under \$5,000,000	Per Claim/Aggregate	\$1,000,000/\$2,000,000
Contract Value - \$5,000,000 - \$10,000,000	Per Claim/Aggregate	\$2,000,000/\$4,000,000
Contract Value – Over \$10,000,000	Per Claim/Aggregate	To Be Determined (TBD)

Professional Liability (malpractice) to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.

If General Liability and Professional Liability (Malpractice) and Umbrella coverage provided on a Claims-made basis, must be kept in force and uninterrupted for a period of five (5) years beyond policy expiration. If coverage is discontinued for any reason during this five (5) year term, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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

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

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

Such certificates and notices **must** identify the "Certificate Holder" as follows:

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

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

Important:

It is understood that **Insurance in 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 Fulton County, its Commissioners, officers, employees, subcontractors,

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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: _____