FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000- 2009 Achievement of Excellence in Procurement Award
National Purchasing Institute

Cecil S. Moore, Director

OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD NIGP

REQUEST FOR QUOTE NUMBER: 10CR72701C

WILL BE RECEIVED UNTIL 2:00 P.M. MARCH 23, 2010

DESCRIPTION: VARIABLE FREQUENCY DRIVE REPAIR AND MAINTENANCE/GENERAL SERVICES DEPARTMENT

The Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at www.fultonvendorselfservice.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:	E-Mail Address :	Telephone Number:
CYNTHIA RICHARDSON	cynthia.richardson@ fultoncountyga.gov	404-612-6959

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

***Person submitting this e-quote has binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.**

REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**

2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage. Response to quotes must be received no later than 2:00 p.m. on the date indicated.

3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.

4. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.

5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.

8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog

numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with 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: 10CR72701C
Opening Date: MARCH 23, 2010 2:00 P.M. EST

VARIABLE FREQUENCY DRIVE REPAIR AND MAINTENANCE
GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Purchasing & Contract Compliance Department is soliciting quotes from qualified vendors to provide Variable Frequency Drive Repair and Maintenance for the General Services Department on an if needed, as needed, when needed basis for a (12) twelve month period, beginning date of award.

2. CONTACT PERSON

Please contact Cynthia Richardson, Procurement Officer at 404-612-6959, or by e-mail cynthia.richardson@fultoncountyga.gov, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website (www.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: VARIABLE FREQUENCY DRIVE REPAIR AND MAINTENANCE

Scope of Work:

The successful vendor will be required to respond to General Services Department's request for troubleshooting and repair of one or more of the equipment shown in Attachment 1.

When any of the listed VFDs becomes defective, the General Services Department will make a service call and send a Service Order to the vendor.

The vendor must respond as called for in the delivery requirements under Special Conditions/Instructions, depending on the nature of Service Order. Minor repairs or adjustments to remedy the situation may be made at this time. The General Services Department will compensate the troubleshooting efforts of the vendor based on the time spent for the work.

If the repair involves new and expensive spare parts, the vendor must submit an estimate to the General Services Departments' authorized representative. The repair work shall be carried out only after obtaining approval for the estimate. The estimate must indicate separately:

(1) Cost of spare parts and
(2) Estimated labor charges for repair only
(3) Charges for freight, consumables, etc., must be prorated into the spare part cost.

The vendor must provide all equipment including tools and meters required for testing/troubleshooting of the drives.

When required, the successful vendor must be prepared to install new speed drives or replace existing speed drives.

Location:

Attachment I shows a listing of Variable Frequency Drive (VFD) installations currently in the Fulton County buildings. The repair and maintenance activities will be basically on this equipment.

Vendor may be required to install new VFDs at locations different from the locations shown in Attachment I.

Fulton County reserves the right to add to or delete from this list as needed.

4. PRICING:

Vendor shall furnish the hourly rate for repair, inclusive of all charges.

1. **ALL INCLUSIVE labor charges for troubleshooting and repairs:**
   (For normal working hours*)

   $_____ per labor hour

2. **ALL INCLUSIVE labor charges for troubleshooting and repairs:**
   (After normal working hours, week ends and Fulton County holidays)

   $_____ per labor hour

***NOTE**: Normal working hours are from 7:00 am to 5:00 pm, Monday through Friday excluding Fulton County holidays

5. SPECIAL CONDITIONS/INSTRUCTIONS

A. 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 7:00 am to 5:00 pm, Monday through Friday excluding Fulton County holidays. Holiday rates will only apply to holidays officially recognized by Fulton County. The vendor is required to respond to all calls within the specified time after notification. Failure to respond within the specified time period in emergencies will not be a basis for overtime payment.

B. Vendor Qualifications

Vendor shall have at least five (5) years experience in manufacture/maintenance and repair of Variable Frequency Drives.

The vendor must be adequately conversant with the principles of electric motors, their behavior, including response to harmonics, under variable frequencies.

Vendor must also be conversant with the troubleshooting procedure for electronic drives, inverter circuits and printed circuit boards.

Vendor must provide at least three (3) references, with names and telephone numbers of persons in charge, who will be able to verify the vendor's experience in this field.

C. Personnel

All personnel of the company that will work in County facilities must wear uniforms with their company logo clearly visible on it.

If the personnel report for work in a vehicle, that vehicle should have the vendor name or the company's name printed at the back or both sides of the vehicle(s).

At least one crew member should be able to communicate in English.

D. Award

To determine the lowest, most responsive bidder, Fulton County will consider the following:

- Price quoted for hourly rates for repairing items in Attachment I
- Compliance to warranty requirements
- Experience of the vendor as demonstrated in the quote submittals
- References supplied by the bidder and feed back from them
- Ability of the vendor to meet delivery schedules as specified in delivery requirements
- Compliance with all other terms and conditions required in this specification.

E. Price and Price Lists

Price quoted shall be inclusive of all charges, including freight and forwarding charges if any. The invoice submitted against any work done under this contract shall not carry line items like trip charges, freight, packing, miscellaneous charges etc.

Price Lists: The successful vendor agrees to supply three (3) complete sets of manufacturers' product catalogs, and price lists, including the complete discount schedules applicable to Fulton County before the start of this contract.

Spare Part Prices: Spare part prices and discount rates are firm for the contract period. However, the following conditions will apply when supplies are made based on manufacturer's price list:

A. Prices are subject to adjustment according to manufacturer's superseding published price lists and supplements.
B. Such changes must be requested and confirmed by manufacturer's printed price lists received by Fulton County ten (10) business days prior to the effective date shown on the price lists.
C. Such changes will be effective on the date shown on the price lists. If the vendor fails to submit the revised price list in accordance with paragraph (B) above, prices will become effective on the date of approval by Fulton County.
D. If during this contract, the parties cannot mutually agree on the extent of any change in the price lists, Fulton County reserves the right to terminate the contract without prejudice.

The vendor must indicate the price and product description column being used on the price lists. Photocopies of manufacture's price lists and/or computer printouts must be clear and legible. Blurred copies are not acceptable. Pencil, typewritten, or pen and ink changes in price lists will not be acceptable.

Failure to supply price lists within ten (10) days after a quote award will be cause for an immediate end of the award and appointment of the next lowest, responsible and responsive vendor.

F. Warranty

The successful vendor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the

service. If the manufacturer's standard warranty period is greater than ninety (90) days, the manufacturer's warranty period will prevail. Any additional repairs required during this ninety (90) day period will be at the expense of the vendor. Parts will be replaced at no additional cost to the County.

G. Inventory and Services

The vendor must certify below that a full inventory of parts and services required is available within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The vendor understands that having the materials/supplies/services on an 'if needed, as needed, and when needed' basis will be used in selecting the successful vendor. Fulton County reserves the right to reject any vendor failing to meet this requirement. **(VENDOR INDICATE**
THIS IN THE COMMENT SECTION ON THE WEB)

Location of vendor's facility:

Parts	Service
_____	_____
_____	_____
_____	_____
_____	_____

Delivery

Delivery requirements will be dictated by each situation; however, the vendor must be capable of responding to all service requests as shown below.

The vendor is required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract.

The vendor must respond to requests in accordance with the following criteria:

A. Emergency requests: Services and/or parts must be provided within three (3) hours.
B. High Priority Requests: Services and/or parts must be provided with in eight (8) hours
C. Routine requests: Services and/or parts must be provided within three (3) days.

Service rates will be charged for emergency/urgent and routine requests according to the basic hourly rates quoted. Parts will be billed based on manufacturer's price for parts with the discount rates applied as quoted.

Maximum Repair Allowance: The vendor is responsible for submitting an

estimate prior to performing any repairs. This estimate shall include an estimated cost for repair and also the estimated cost of replacing the item. The vendor must notify the appropriate representative of' Fulton County whenever the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item. Failure to perform the requirements of this paragraph can be grounds for termination of the contract.

Example:	Repair of VFD :	$758.00
	New VFD price:	$1,000.00
	Maximum repair allowance:	$750.00

Action: Recommend replacement of old VFD.

Technical Reports

The vendor is required to submit a technical report on service calls within five (5) days of completion. The report must contain the following information:

A. Start time and completion time.
B. Date service was performed.
C. Location of service.
D. Person requesting the service.
E. Itemized parts list.
F. Type of equipment repaired (make, model #, serial#).
G. A description of the work performed.
H. Classification of the call (i.e., emergency/urgent or routine).
I. Fulton County's Service Order Number

The vendor may submit this information on the same form utilized for invoicing; however, the vendor will not receive payment for any invoices until the technical report is received.

INVOICING

Invoices submitted against the contract must include the information required in the technical report. If the vendor elects to submit an invoice as other than the technical report, the vendor must include, as a minimum, the Fulton County building asset number for each facility invoice. Invoices will be returned unpaid to the quoter when any of the following conditions exists:

A. Invoice does not contain all the required information.
B. List price on the invoice does not correspond to the quote and/or latest approved price.
C. Invoice does not contain Fulton County's Service Order number

Send invoices to the following address to expedite payment:

General Services Department
Central Zone Maintenance

160 Pryor St., Ste -B4
Atlanta, Ga. 30303

The vendor understands Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by General Services Department. The successful vendor agrees that when and if this goal cannot be met, no legal action will be taken to force payment and no interest or penalty will accrue because of the County exceeding the thirty (30) day goal.

Required Submittals

If awarded the quote, vendor shall submit the following:

A. A list of at least three references with all information required to verify ability to do the work.
B. Proof of insurance.
C. All other information requested within the quote. Failure to do so will disqualify the vendor

Performance Evaluation

The performance of the contractor will be evaluated on a continuous basis, based on the Fulton County's "Contract Performance" benchmarks. General parameters for performance evaluation are as follows.

A. Performance evaluation will be done by the Contract Administrator or by other authorized personnel of General Services Department
B. Performance evaluation will be done at periods not greater than 3 (three) months.
C. The Contractor will be given a copy of the evaluation. The contractor is required to acknowledge the receipt of the evaluation.
D. Contractor will be able to make remarks or note corrective actions taken, on the evaluation sheet.
E. Fulton County reserves the right to terminate the contract based on the Performance evaluation, after serving due notice on the contractor, if the contractor fails to provide acceptable services for two or more months.
F. Any dispute resulting from the evaluation will be left to the arbitration of the Area Manager/Greater Fulton.
G. The decision of the Area Manager/Greater Fulton will be final and binding on both parties.

6. INSURANCE REQUIREMENTS: (See below)

Insurance and Risk Management Provisions

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

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

To include Designated Per Project/Location Endorsement #CG2503/CG2504

Products\Completed Operation	Aggregate Limit	-	$1,000,000

Personal and Advertising Injury	Limits	-	$1,000,000
Fire Damage	Limits	-	$ 100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
   Combined Single Limits Each Occurrence - $1,000,000
   (Including operation of non-owned, owned, and hired automobiles)

4. **UMBRELLA LIABILITY**
   (In excess of Auto, GL and Employers Liability) Each Occurrence - $2,000,000

5. **FIDELITY BOND and CRIME**
   (Employee Dishonesty - Theft) Each Occurrence - $100,000
   Above to include 3rd Party Coverage

Certificates of Insurance

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

The Contractor agrees to name the Owner and all other parties required of the Contractor/ Vendor shall be included as 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 and Professional Liability), with no Cross Suits exclusion.

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

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

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

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

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

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:_____

ATTACHMENT I

LIST OF VARIABLE FREQUENCY DRIVES							
Item Code	Item Name	Model Number	Serial Number	Manufacturer	Amps	HP	Volts
Center for Rehabilitative Services							
E50-3140120001	Cooling Tower Fan	M4B-4758	1673A05	AC TECH	14.7		460
Charles L. Carnes Justice Center Building of FC							
E50-6000320001	SAF-1	IS-507607-0480	KF100544-002-2	CUTLER HAMMER	101	75	480
E50-6000320002	SAF-2	IS-507607-0480	KF-100544-002-1	CUTLER HAMMER	101	75	480
E50-6000320003	RAF-1	IS-504107-0480	KF-1000544-01A-1	CUTLER HAMMER	55	45	480
E50-6000320004	RAF-2	IS-504107-0480	KF100544-01A-2	CUTLER HAMMER	55	40	480
College Park Regional Health Center							
E50-3200130001	AHU drive	ATV 66 D16 N4	JJS-100	SQUARE D	18.8		460
E50-3200130002	AHU drive	ATV 66 D16 N4	JJS-100	SQUARE D	18.8		460
Dr. Robert E. Fulton Regional Library at Ocee							
E50-4550120001	AHU - 1	ACH401600532	ABB			50	
E50-4550120002	AHU - 2	ACH401600532	ABB			50	
Government Center - Assembly Building							
E50-6130120001	AHU-2	E7BVB034X	4W033726281-0001	YASAKAWA	34		480
E50-6130120002	AHU-FGTV	E7BVB011	4W033726287-0001	YASAKAWA	11		480
Government Center - Midrise Building							
E50-6130220001	CHDP-4	C1MR-P5M 4030	1W02271254900 10	YASAKAWA		50	
E50-6130220002	CHDP-5	C1MR-P5M4030	1W02471553400 01	YASAKAWA		50	
E50-6130220003	CHDP-6	VTAC III		RELIANCE ELECTRIC		30	
Government Center - Tower Building							
E50-6130520001	AHU-18	C1MR-E744015	1W02871951100 12	YASAKAWA	34		480
Jefferson Place Homeless Complex							
E50-5040320001	Chilled Water Pump	E128254B	GPD506	MAGNETEC			460
E50-5040320002	Hot water pump	E128254A	GPD505	MAGNETEC			460
Justice Tower - Was Justice Center Tower							
E50-6000520001	SECOND. PUMP 1	VS-616 G3		ELEC. MOTOR SYSTEMS	52	40	480
E50-6000520002	SECOND. PUMP 2	CIMRE744030		YASAKAWA	52	40	480

E50-6000520003	SECOND. PUMP 3	VS-616 G3		ELEC. MOTOR SYSTEMS	52	40	480
E50-6000520004	SECOND. PUMP 4	CIMRRE744030		YASAKAWA	52	40	480
North Fulton Service Center							
E50-6010110001	AHU -1	ATV 66 D16 N4	JJS 100	SQUARE D	21		460
E50-6010110002	AHU -2	ACH550-UH		ABB	40		460
E50-6010110003	AHU -4	ATV 66 D12 N4	JJS 100	SQUARE D	21		460
Northeast/Spruill Oaks Regional Library							
E50-4280120001	AHU - 1			YORK	15	80	
E50-4280120002	AHU - 2			YORK	12	80	
South Fulton Service Center							
E50-6020130001	AHU -1	ATV 66 D16 N4	JJS 100	SQUARE D	21		460
E50-6020130002	AHU -2	ATV 66 D33 N4	JJS-125	SQUARE D	40		460
E50-6020130003	AHU -4	ATV 66 D12 N4	JJS- 45	SQUARE D	21		460