



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 12DW84324C

PROJECT TITLE: Standby Electrical Services & Parts

DEPARTMENT: Facilities & Transportation Services Department

DUE DATE: June 25, 2012

WILL BE RECEIVED UNTIL: 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorelfservice.co.fulton.ga.us BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:
DIANN WASHINGTON

E-MAIL ADDRESS:
diann.washington@fultoncountyga.gov

FAX NUMBER:
404-893-1747

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.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-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 e-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 E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorelfselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
5. **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.
6. **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.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-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.
8. **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.
9. **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.
10. **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.
11. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors,

successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **BINDING AUTHORITY.** 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.

REQUEST FOR E-QUOTE SPECIFICATIONS

Quote Number: 12DW84324C
Stand-by Electrical Services & Parts
Facilities & Transportation Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide "Stand-by Electrical Services and Parts" on an 'as needed, if needed, when needed' basis as requested by the Facilities and Transportation Services Department and shall be for a period of twelve (12) months starting from date of award.

2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer, (404) 893-1749 or diann.wathington@fultoncountyga.gov only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. PRODUCT/SERVICE SPECIFICATIONS

Prior to commencement of any work, the contractor must meet with facility maintenance personnel to discuss the point of contact, building access and invoice processing.

3.1 The equipment and/or system intended to be served under the provisions of this contract include, but are not limited to:

- 3.1.1 General Lighting System
- 3.1.2 Distribution Sub Panels
- 3.1.3 Motor Starters not part of automated operations
- 3.1.4 Receptacles
- 3.1.5 Small Water Heaters

3.2 The following describes the general nature of problems to be referred to an on-call service of electrician:

- 3.2.1 Problems related to partial power loss in buildings
- 3.2.2 Emergency installation/extension of low voltage power
- 3.2.3 Operational problems on small (less than 10 hp) motor, pumps, fountains etc.
- 3.2.4 Replacement of lamps and installation of lamps
- 3.2.5 Calls will be normally after normal hours and on holidays though calls within normal hours cannot be totally excluded.

3.3 The work requirements and qualifications expected from the contractor.

- 3.3.1 Contractor shall respond to calls within the time limits shown below:
 - Emergency: within two (2) hours from the time of call
 - High Priority: within eight (8) hours from the time of call
 - Routine: within twenty four (24) hrs from the time of call

- 3.3.2 The contractor shall employ licensed and certified electricians only. The electrician shall be certified to work as a journeyman at the time of service.
- 3.3.3 The electrician employed shall have full knowledge of NEC 2005 and subsequent revisions.
- 3.3.4 The contractor shall be prepared to work on the electrical system of a facility anywhere in Fulton County.
- 3.3.5 The contractor will be required to work mostly on the low voltage side, with system voltages not exceeding 208 Volts 3 Phase. However, in case of requirements, the contractor shall be prepared to work on power systems not exceeding 480 volts, 3 Phase.
- 3.3.6 The contractor may be asked for services that require a bucket truck and must be prepared to comply. Rental for such services must be indicated in the price schedule.
- 3.3.7 The contractor shall have specific and demonstrated experience in the following:
 - 3.3.7.1 Checking and repair of LT Panels.
 - 3.3.7.2 Checking and repair/replacement of receptacles, including GFCI recepts.
 - 3.3.7.3 Trouble shooting magnetic contactor starters and thermal overload protection.
 - 3.3.7.4 Trouble shooting of ADA doors; roll up doors and sally ports.
 - 3.3.7.5 Check and replace tube lights, starters, and ballasts including electronic ballasts.
 - 3.3.7.6 Determine causes of partial power failure, remedy causes and notify the designated County staff/utility company where such remedy is beyond their capability.
 - 3.3.7.7 Monitor the power quality and provide recordings/report when called for.
 - 3.3.7.8 Installation of small power wiring including laying of conduits, running cables, installation of switches/receptacles and fuses.
 - 3.3.7.9 Installation of small power circuits, including distribution panels, transformers and disconnects in line with electrical and building code requirements.
 - 3.3.7.10 Laying, including splicing of underground cables.
 - 3.3.7.11 Installation/repair work involving use of lifts and/or bucket trucks.
- 3.3.8 Troubleshoot the electrical system in the designated County facility including kitchens.
- 3.3.9 When required, the County will supply if necessary.

4. PRICING SHEETS

Hourly Labor Rates

<i>Line</i>	<i>Labor category</i>	<i>Estimated hours/year</i>	<i>Hourly labor rate</i>	<i>Extension (\$)</i>
1	Normal Working Hours			
2	Overtime Hours			

Where no Manufacturer/Brand is shown the vendor shall indicate the manufacturer/brand of the product they are quoting.

Unit Pricing – Group A Wiring Devices (Commercial Grade Only)

	<i>Item</i>	<i>Brand/Manufacturer</i>	<i>Unit</i>	<i>Unit price</i>	<i>Equivalent Brand</i>
3	Duplex, 3-wire, 20Amp, Receptacle, NEMA 5, 120 Volt back & side wired grounding	Arrow Hart/Leviton	Ea	\$ _____	
4	Receptacle, single, 20 Amp, 3 wire, 250 Volt	Arrow Hart/Leviton	Ea		
5	GFCI Duplex Receptacle with cover, 20 Amp, 120 Volt	Arrow Hart/Leviton	Ea		
6	Single pole back and side wired grounding 20 Amp Switch, 120/277 Volt	Arrow Hart/Leviton	Ea		
7	Switch, double pole, 20 Amp, 120/277 Volt, back & side wired	Arrow Hart/Leviton	Ea		
8	Switch, 3-way, 120/277 Volt, back & side wired	Arrow Hart/Leviton	Ea		
9	Plug, straight blade, 15 Amp, 125 Volt, 2 pole, 3 wire	Arrow Hart/Leviton	Ea		
10	Time Clock, 24 Hr., 7 Days, 40 Amp, SPST, 120/208-277 Volt	INTERMATIC	Ea		
11	Time Clock, 24 Hr., 7 Days, 40 Amp, DPDT, 120/208-277 Volt	INTERMATIC	Ea		

Unit Pricing – Group B Distribution Equipment

12	Single Phase, 3 wire, 120/240 Volt AC, top feed panel, 150 Amp, 12 THQL spaces, indoor, type I, with Main Lugs, equipment ground kit, surface/flush mounting with flush mounting type cover	Square D GE Westinghouse ITB	Ea	\$ _____	
13	Single Pole, 120/240 Volt, AC circuit breaker, THQL type, 10K Amp RMS, 20 Amp Rating	Square D GE Westinghouse ITB	Ea		
14	100 Amp, 250 V, single phase load center with cover and ground lug, 12 circuits. Main Lug	Square D GE Westinghouse ITB	Ea		
15	100 Amp, 250 V, single phase load center with cover and ground lug, 12 circuits. Breaker	Square D GE Westinghouse ITB	Ea		
16	200 Amp, 480 V, three phase load center with cover and ground lug, 42 circuits. Main Lug	Square D GE Westinghouse ITB	Ea		
17	200 Amp, 480 V, single phase load center with cover and ground lug, 42 circuits. Breaker	Square D GE Westinghouse ITB	Ea		
18	100 Amp, 250 V, single phase load center with cover and ground lug, 24 circuits. Main Lug	Square D GE Westinghouse ITB	Ea		
19	100 Amp, 250 V, single phase load center with cover and ground lug, 24 circuits. Breaker	Square D GE Westinghouse ITB	Ea		
20	200 Amp 250 V, single phase load center with cover and ground lug, 42 circuits. Main Lug	Square D GE Westinghouse ITB	Ea		
21	200 Amp 250 V, single phase load center with cover and ground lug, 42 circuits. Breaker	Square D GE Westinghouse ITB	Ea		

Unit Pricing – Group C Fuses

22	Dual Element, time delay fuses, 250 Volt, FRN-R 200 kA rms., sym, 50 Amp	Fusetron Gould-Shawmut Bussman	Ea	\$ _____	
23	Dual Element, time delay fuses, 600 Volt, FRS-R 200 kA rms., sym, 50 Amp	Fusetron Gould-Shawmut Bussman	Ea		
24	Dual Element, time delay fuses, 250 Volt, FRN-R 200 kA rms., sym, 20 Amp	Fusetron Gould-Shawmut Bussman	Ea		
25	Dual Element, time delay fuses, 250 Volt, FRN-R 200 kA rms., sym, 30 Amp	Fusetron Gould-Shawmut Bussman	Ea		
26	Dual Element, time delay fuses, 250 Volt, FRN-R 200 kA rms., sym, 15 Amp	Fusetron Gould-Shawmut Bussman	Ea		

Unit Pricing – Group D Cables and Wires

27	Single conductor, solid, 600 Volt, general purpose wire, THHN, 90° C for dry locations, 12 AWG, various colors		Ft	\$ _____	
28	Single conductor, stranded, 600 Volt, general purpose wire, THHN, 75° C for dry locations, 12 AWG, various colors		Ft		
29	THHN Solid wire, 10 AWG in various colors		Ft		
30	THHN Stranded wire, 10 AWG in various colors		Ft		

Unit Pricing – Group E Conduits and Fittings

31	½ In Electric Metallic Tubing in 100 ft bundles		100 Ft	\$ _____	
32	¾ In Electric Metallic Tubing in 100 ft bundles		100 Ft		
33	2 In Electric Metallic Tubing in 100 ft bundles		100 Ft		
34	½ In Rigid Steel conduit in 100 ft bundles		100 Ft		
35	½ In Compression Connector EMT		C		
36	½ Compression Coupling EMT		C		

The items listed on the Pricing Sheet are only a representative sample of the products that the department may purchase from the vendor, and will be used for price comparison between vendors. Fulton County does not undertake to procure all items from the list nor does Fulton County guarantee to procure a specific quantity of any item on the list. The vendor, however, shall be prepared to supply any and/or all items from the Pricing Sheet and any standard item not included in the list. Fulton County reserves the right to delete any item (s) from the award.

All materials and supplies requested by Fulton County must be of the highest quality and must conform to the appropriate UL Standard.

5. SPECIAL CONDITIONS/INSTRUCTIONS

1. All personnel of the company that will work in county facilities must wear uniform with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed at the back or either sides of the vehicle/s. At least one crewmember should be able to communicate in English.
2. Contractor shall be solely responsible for the safety of the workers deputed to the County facilities. The technicians shall be adequately equipped to ensure their absolute safety from environmental hazards.
3. Invoicing
 - Invoices will be returned unpaid to the contractor when one of the following conditions exists:
 - A. Invoices do not contain all the required information.
 - B. Price on the invoice does not correspond to the price quoted.
 - C. Invoices contain charges for items not referenced in the original quote (i.e. trip charges, restocking fees, handling fees, mileage, taxes, etc.)
 - The quoter agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department.
 - Quoter 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.

Forward all invoices to:
Facilities and Transportation Department
Building Construction Division
3977 Aviation Circle
Atlanta, GA 30336

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Electrician Services

Fulton County Government's practice is 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 Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (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 contract document(s). Any and all Insurance Coverage(s) 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.

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

Bodily Injury and Property Damage Liability	Each Occurrence		\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000	
Products\Completed Operation		Aggregate	\$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).		

3. UMBRELLA LIABILITY		
(In excess of the above noted coverages)	Each Occurrence	\$1,000,000

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government 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 insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

If Fulton County Government shall so request, the 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 – Parks and Recreation Department
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 Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of instruction/services 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 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 instruction/services are 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 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.

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: _____