



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 12DW84464C

PROJECT TITLE: Standby Plumbing Services & Parts

DEPARTMENT: Facilities & Transportation Services Department

DUE DATE: July 6, 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://fultonvendoreselfservice.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 it's acceptance, of the performance, or nonperformance, of it's 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 #12DW84464C
STANDBY PLUMBING 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 "Standby Plumbing Services and Parts" on an 'as needed, if needed, when needed' basis as requested by the Facilities and Transportation Services Department.

2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer, diann.wathington@fultoncountyga.gov or fax (404) 893-1747 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. TERM OF AGREEMENT

The term for this quote is for a period of twelve (12) months commencing from date of award.

4. PRODUCT/SERVICE SPECIFICATIONS

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

Specific Requirements

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

- Troubleshooting, removal and installation of sanitary fittings, including Commodes, urinals, soap dispenser and paper towel dispensers.
- Remove and installation of water lines, underground storm water and sewage drains.
- Unstop and clean out storm water and sewage lines.
- Use of underground pipe camera and determination of blockage locations.
- Installation of new water lines.
- Demolition and installation of bath room fixtures including bath tubs, shower rooms, shower heads and faucets

- Installation and adjustment of drinking water fountains
- Troubleshooting on irrigation sprinkler system
- Installation and repair of instant water heaters
- Installation and repair of automatic flush for urinals, commodes and faucets

Minor masonry jobs include but not limited to:

- Install-replace Vinyl and Ceramic tiles
- Install bathroom partitions
- Caulk joints
- Apply cement plaster
- Restore and finish partitions if opened for repairs of water lines

Work requirements and qualifications expected from the contractor

Contractor shall respond to calls within the time limits shown below:

- Emergency within eight (8) hours from the time of call
- High Priority within sixteen (16) hours from the time of call
- Routine within twenty four (24) hours from the time of call

The contractor shall employ experienced technicians only. The Plumber shall have at least five (5) years of experience in building industry.

The contractor will be required to work in any building owned/leased by Fulton County.

The contractor shall have specific and demonstrated experience in the following:

- Check and repair of Commercial Water and Sewage lines.
- Check and repair/replacement of bath room fittings.
- Small wall/floor repair.
- ADA related rules and construction work
- Construction work involving plumbing and electrical work

The Contractor must have insurance coverage against all liabilities shown in this Request for Quote. Documentary evidence in support of this must be attached to the quote.

Quotes will be considered non-responsive if they are not accompanied by an insurance certificate.

When required, the County will supply materials required for the work, however, the

contractor shall be prepared to supply necessary materials, the cost of which will be reimbursed by the County at mutually agreed prices.

The contractor must bring his own hand tools/equipment including portable saw, sander etc as applicable.

The County will provide, when required, heavy tools and machinery.

Fulton County also will provide access to tools like ladders and lifts.

Quote evaluation and award

One award will be made to the vendor who submits the lowest and most responsive quote. All of the following criteria will necessarily be used for evaluating the bid and deciding responsiveness.

- Quoted labor charges
- Vendor's demonstrated experience in building construction/repair field
- Provide sufficient references to demonstrate experience.
- Vendor's affiliation to a recognized Contractors' Association. Provide documentary evidence of affiliation.
- Number of experienced technicians employed by the bidder. Furnish list of technicians, information whether part time or not, technician's certification levels and experience.

5. PRICING SHEETS

Price quoted shall be inclusive of all incidental charges. Charges for transportation, freight, mileage and cost of consumable used - like rags, gloves, and cleaning agents like contact cleaner, WD 40 etc - will not be admissible if charged separately.

All spares consumed as a result of specific request from Fulton County will be paid for at rates mutually agreed between the contractor and the County.

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

Hourly Labor Rates

<i>Line</i>	<i>Labor category</i>	<i>Hourly labor rate</i>
1	Normal Working Hours	
2	Overtime Hours	

Unit Pricing

Line	Item	Brand/ Manufacturer, P/N	Unit	Unit price (\$)	Equivalent Brand
3	Adapter, Female, Pressure Rated, 300 PSI, 2" Copper	Nibco	EA		
4	Adapter, Female, Pressure Rated, 300 PSI, ¾" Copper	Nibco	EA		
5	Adapter, Male, Pressure Rated, 300 PSI, 1 ½" Copper	Nibco	EA		
6	Adapter, Male, Pressure Rated, 300 PSI, ¾" Copper	Nibco	EA		
7	Elbow, Copper, 90°, ¾"	Nibco	EA		
8	Elbow, Copper, 90°, ½"	Nibco	EA		
9	Copper Pipe, 300PSI, Type L, 2"	Muller Copper	FT		
10	Copper Pipe, 300PSI, Type L, ¾"	Muller Copper	FT		
11	Copper Pipe, 300 PSI, Tubing Soft Ref 1/4	Muller Copper	ROLL		
12	Lavatory/Toilet Braided Steel Supply Line, 7/8 X ½ X 12, Flex	FluidMaster B3T12	EA		
13	Lavatory/Toilet Braided Steel Supply Line, 1/2 X 3/8 X 20, Flex	FluidMaster B1F12	EA		
14	Electric Water Heater, 80 Gallon	AO Smith Rheem or Rhudd	EA		
15	Electric Water Heater, 40 Gallon Tall	AO Smith Rheem or Rhudd	EA		
16	Electric Water Heater, 40 Gallon Low Boy Premier Plus	AO Smith Rheem or Rhudd	EA		
17	Water Heater Instant Flow 2400 W 120v	Chromate SR 20L 120v	EA		
18	Gas Water Heater, 100 Gal Premier Plus	AO Smith Rheem or Rhudd	EA		
19	Water Heating Element Screw-In 4500/208-277	RC02804527	EA		
20	Water Cooler Repair Kit	Sexauer 245548	EA		
21	Drinking Fountain Bubble Regulator	B 45-215 Plum Best	EA		

22	Toilet Bowl Top Spud Elongated Flr Mtd	28-830 Gerber	EA		
23	Toilet Seat Elongated Open End No Cover	10SSC Olsonite	EA		
24	Toilet/Urinal Auto Flush Valve	TC 41187A	EA		
25	Faucet Stem T & S	032011 Hot Sexauer	EA		
26	Faucet Stem Chicago RH Cold	231771 Barnett Brass	EA		
27	Faucet Stem Aqua Seal Cold A S RH	163266 Barnett Brass	EA		
28	Faucet Stem Speakman Lav	Hot G05- 0528	EA		
29	Faucet Stem Kohler LH	Hot 300042 Kohler	EA		
30	Faucet Handle	Gerber 98- 012	EA		
31	Water Filter	(GACI-SS)	EA		
32	Water Filter Cartridge	(W5CPPH) OR (AP810)	EA		
33	Water Filter Cartridge	AP110 Dirt & Rust	EA		
34	Valve Ball PVC 3/4"	Nibco	EA		
35	Valve Angle 1/2 ComprX 3/8 Compr	Brass Craft OCR 19C	EA		
36	Valve Gate SW Brass 3/4"	Nibco	EA		
37	Valve Pressure Relief/Temp. 3/4" Regal	114XL	EA		
38	Valve Fluidmaster	400A	EA		
39	Vacuum Breaker V- (Repair Kit)	Sloan 551A	EA		
40	Vacuum Breaker	Sloan V-500- A	EA		
41	Closet Repair Kit	Sloan A-36A	EA		
42	Urinal Repair Kit	Sloan A-37A	EA		
43	Valve Handle Kit	Sloan B-50A	EA		
44	O Ring	Sloan H-533	EA		
45	Auto Flush Valve Toilet/Urinal	Technical Concepts TC 41187A	EA		
46	Auger – Toilet	K-6	EA		
47	Pipe Joint Compound	Rector Seal	Pint		
48	Solder 50/50 1 lb. Roll	Lennox	EA		
49	Gas Mapp Cylinder Disposable	Bernzomatic	EA		
50	Drain Opener Gran 1 lb.	Thrift	1 lb. Btl		
51	Flapper Tank Ball	Korky 54BP	EA		
52	Hand Shower Spray Masasage	Pro Plus 194093	EA		

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.

Price quoted shall be inclusive of all incidental charges.

6. 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 submitted against the contract must include the purchase order number, building number, date of service, scope of service and hours logged from the service ticket. Failure to submit this information will result in the invoice being rejected for payment.
 - Invoices shall reflect service carried out on not more than one building. If service is carried out on two buildings, two separate invoices will be required.
 - Invoices will be returned unpaid to the contractor when one of the following condition 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**

7. INSURANCE & 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 Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits (Symbol 1) (Property Damage and Bodily Injury)	Any One Accident	-	\$1,000,000
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1. UMBRELLA LIABILITY Each Occurrence - \$1,000,000
(In excess of Auto, General Liability and Employers Liability)

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The insurance for the additional insured 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 Insured.

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

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

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing 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 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 of the 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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____