



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Felicia Strong-Whitaker, Interim Director



REQUEST FOR QUOTE NUMBER: 09RH66916-YA

WILL BE RECEIVED UNTIL 2:00PM Wednesday MAY 5, 2009

DESCRIPTION: Maintenance, Repair & Calibration of Laboratory Equipment, Fulton County Public Works

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

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

CONTACT NAME:
RODNEY HERNE, Procurement Officer

E-Mail Address :
rodney.herne@fultoncountyga.gov

Telephone Number:
(404) 612-4216

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

Company Name:

Company Address:

City

State

Zip Code

Telephone Number:

Fax Number:

E-Mail Address:

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

Person submitting QUOTE: (Please Print)

Date

Title

*Signature of the person submitting QUOTE:

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

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

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

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at www.fultonvendorelfservice.co.fulton.ga.us. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission

by contractor, its 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.

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: 09RH66916-YA****Opening Date: May 5, 2009****LAB EQUIPMENT MAINTENANCE / REPAIR / CALIBRATION
PUBLIC WORKS DEPARTMENT****1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide laboratory equipment maintenance, repair and calibration for the Public Works Department.

2. CONTACT PERSON

Please contact Rodney Herne, Procurement Officer at (404) 612-4216 or by e-mail rodney.herne@fultoncountyga.gov, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

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

Fulton County is soliciting quotes from qualified vendors to provide maintenance, repair and calibration of laboratory equipment at various field sites to the Department of Public Works on a contractual as, if and / or when requested basis for the calendar year 2009, effective from date of award and continuing for twelve (12) consecutive months.

The location, quantity, type and model numbers of the equipment for which this contract will apply is as follows:

Location: Big Creek Laboratory (North Lab)
 1030 Marietta Highway, Roswell, GA 30075
 Contact person: Rekha Desai (770) 640-3061 x 124

EQUIPMENT	MODEL #	SERIAL #
Autoclave tuttner	2540M	9401474
Autoclave NAPCO	800 -DSE	9303-016
Balance Ainsworth	X-300	881509
Balance OHAUS	GA 200-D	3251
Balance PRECISA	120A	17439
BOD Incubator – Fisher	307	WB24702484
COD Reactor – Hach	45600	960200008627
COD Reactor – Hach	45600	951000013303
Conductivity meter – Fisher	09-328	99135460
Pocket colorimeter	46770-00	951000091360
DR 700 colorimeter – Hach	DR 700	930300004074
Dissolved oxygen meter – YSI	5100	00K0008
Furnace muffle – Fisher	126	71000052
Coliform incubator – Precision Scientific	66850	10AY10
Thermoyne incubator	41925	700930250095
Orion 230A meter	230A	012748
Orion 420A meter	420A	2765
Orion 520A meter	520A	002161
Orion 720A meter	720A	012230
Orion 920A meter	920A	001283
Orion 920A meter	920A	001258
Orion 920A meter	920A	001742
Microscope – Olympus Corp	BH-2	207996
Microscope – Reichert	410	12423-8
Colony counter – Millipore	750326	
Gallenkamp Plus oven	200.030Y	90/10/236
Isotemp oven – Fisher	738 F	01200035
Environmental refrigerator-Revco	RES5004ABA	X23B127282NC
Refrigerator – Undercounter	61RF	M/040992086
Spectrophotometer – Milton Roy	21D	3152153017
Spectrophotometer – Milton Roy	21D	3152119013
Spectrophotometer – Milton Roy	21D	3151216009
HACH Dr / 2010 Spectrophotometer	DR/2010	971200006708
Fisher Isotemp waterbath	228	808N0178
Hach waterbath incubator	26PC	0500699

Drinking Water Laboratory (North Lab)

Location: Big Creek Laboratory

1030 Marietta Highway, Roswell, GA 30075

Contact person: Rekha Desai (770) 640-3061 x 124

EQUIPMENT	MODEL #	SERIAL #
Autoclave – Castle	CAS	208973
Bacterial Colony counter – Fisher	133-8002	540251746
Balance – Ohaus	TP4KD	1816
Conductivity meter – Hach	44600	930500011142
Colorimeter (CL2-meter) – Hach	46700-00	911200001389
Colorimeter (CL2-meter) – Hach	46700-00	911000001031
Colorimeter (CL2-meter) – Hach	46700-00	960300094265
Colorimeter (CL2-meter) - Hach	46700-00	000800150476
DO-meter YSI	55	95H36606
DO-meter YSI	58	99E0194 AC
DO-meter YSI	58	E9002695
DO-meter YSI	58	C8005521
Fluoride-meter – Hach	46700-05	010200158836
Incubator – Presision	PS314831-4	10AY-1
Lab Hood – Lab Con Co		
pH meter – Orion	230A	010547
pH meter – Orion	230A	013433
pH meter – Orion	230A	009249
pH meter – Orion	230A	013772
pH meter – Orion	230A	011473
pH meter – Orion	SA250	7877
Refrigerator – Kenmore	95601	990807885
Turbidimeter – Hach	2100P	971000015769
Turbidimeter – Hach	2100P	930200002488
Turbidimeter – Hach	2100P	971000010074
Turbidimeter – Hach	18900	901205714
Water bath – Blue Magni Whirl	TW1110A	8463

Location: Camp Creek Laboratory (South)
 7400 Cochran Road, SW, Atlanta, GA 30349
 Contact person: Bekele Tsegaselassie

EQUIPMENT	MODEL #	SERIAL #
Spectrophotometer – Hach	DR 4000	9805U0001134
Spectrophotometer – Hach	DR 2000	
Spectronic – Milton Roy	21D	3153106035
Expandable ion analyzer	940	6097
Expandable ion analyzer (Ph / ammonia)	940	5399
NAPCO autoclave	9000-D	699050386
Thermolyne Furnace series	1000	62790362215
Culture incubator	Type 37900	379930371966
Analytical balance mettler	AJ100	L72618
Pan balance mettler	BB300	L17378
Blue M water bath incubator	NW-1110A	MS-12076
Thelco model 16 Drying oven	368A	
Qubec Colony counter	3325	
DO meter – YSI portable	55	966-50793
DO meter – YSI portable	55	99E0836
Portable pH meter – Orion	261	
DO meter – YSI	58	93H08189
Portable pH meter	250A	004160
Pocket colorimeter – Hach		970700109023
Pocket colorimeter – Hach		
COD reactor	16500-10	4020
Refrigerator	1785GD14	TXSA388567-UH
Refrigerator	F41LRA14	Z19G-363066-NH
Refrigerator	564-894365	60401648
Fume hood		
BOD incubator	FU199LRW1	WB90203036
Centrifuge	225	905N0236

Location: Camp Creek Laboratory (South)
 7400 Cochran Road, SW, Atlanta, GA 30349
 Contact person: Bekele Tsegaselassie

EQUIPMENT	MODEL #	SERIAL #
Datalogging spectrophotometer – Hach	DR / 2010	961000000573
COD reactors – Hach (2 qty)		941200011963
Rotary Evaporator water bath system		705265
Revco Laboratory refrigerators		U29J-446829-VJ
Tuttnauer Brinkman – Autoclave	2340E	971-0767
Drying oven (Euatherm) – CMS, Inc.	D1578	10AW5CIT#213504
Analytical balance – Mettler delta range	AE260	G-31951
Spectronic - CIT#332278	21D	3155175004
Expandable ion analyzer – Orion	EA940	5795
pH meter – Orion	230A	010112
Hood protector (Labconco) (3 qty)		
Frigidaire frost proof	FPD-18TC	
Blue M hot plate	MNHP5314C	R21E-204436-R6
Benchtop phase meter – Orion	250A	013404

4. PRICING SHEETS

1) Initial inspection of all equipment to include cleaning, adjustment and calibration for the lump sum charge \$ _____

2) Hourly labor rate per man hour for all service requests, after completion of the above as follows:

Regular hours: Monday – Friday 8:00 a.m. - 5:00 p.m. Hourly Rate \$ _____
Big Creek Laboratory located at 1030 Marietta Hwy, Roswell, Ga. 30075

3) Regular hours, Monday – Friday 8:00 a.m. – 5:00 p.m. Hourly Rate \$ _____
Camp Creek Laboratory located at 7400 Cochran Rd, Atlanta, Ga. 30349

4) After hours service ** Please specify the hours / time covered under price quote below.

After hours, Monday – Friday Hourly Rate \$ _____
Big Creek Laboratory located at 1030 Marietta Hwy, Roswell, Ga. 30075

5) After hours, Monday – Friday- Hourly Rate \$ _____
Camp Creek Laboratory located at 7400 Cochran Road, Atlanta, Ga. 30349

6) Holiday hours ** Please specify the hours / time covered under price quoted in below:

Holiday hours, Monday – Friday- Hourly Rate \$ _____
Big Creek Laboratory located at 1030 Marietta Hwy, Roswell, Ga. 30075

7) Holiday hours, Monday – Friday - Hourly Rate \$ _____
Camp Creek Laboratory located at 7400 Cochran Road, Atlanta, Ga. 30349

5. SPECIAL CONDITIONS/INSTRUCTIONS

5. A) Parts will be provided at the following percentage from the manufacture's suggested retail price. _____%

Note: In the event the discount offered is dependent upon manufacturer an additional space is required to provide this information. Please mark blank sheet "See Attached" and enter your response(s) on a separate and identified sheet

5. B) Are there any other charges associated with the provision of this service?

- a) YES
- b) NO
- c) If yes, please identify below and indicate the applicable charges (s):

5. C) The awarded vendor must be able to comply with the following:

1. Vendor can provide all necessary equipment, parts and qualified technicians to perform the requested service.
2. Vendor can provide technical assistance by telephone, at no additional cost to the County.
3. Vendor can provide certificate of calibration, cleaning and repair for each piece of equipment for which service is provided along with the information regarding the NIST standard used for calibration of each instrument.
4. Vendor can provide proof of qualification for each technician responsible for service of type rendered to the County.
5. Vendor has capability of performing cleaning, calibration and / or minor repairs onsite.
6. Vendor will warrant all repairs. Please specify warranty period.
7. Vendor can provide loaner equipment for repairs not completed within seventy-two (72) hours of initial service request.
8. Vendor can respond to normal maintenance requests within thirty-six (36) hours of initial request for service.
9. Vendors can respond and be onsite to emergency requests within four (4) hours of initial request for service.
10. Vendor must be ISO9000, A2LA, ACCREDITED or have equivalent certifications. Proof must be provided with response.
11. To insure prompt payment, each invoice must contain the following information:
 - a) Purchase order number
 - b) Department name, location and contact person for who service was performed.
 - c) Date of service was performed and photocopy of signed receipt.

12. The contract resulting from this quote is for the use by the Department of Public Works. Vendor agrees to extend the same prices, term and conditions to any other Fulton County Department that requests same service.

5 D) GENERAL REQUIREMENTS:

The vendor shall list any variations from, or exceptions to, the conditions and specifications of this quote at the end of this specification.

The vendor may choose to quote all or any portion of the quote.

Quotes will be made to the lowest responsible vendor, the quality of the articles to be supplies, their conformity with the specifications, the suitability to requirements, delivery terms, conditions and any guarantee clause shall be taken into consideration.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions General (NOC)

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
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(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 to 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: _____