



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Cecil S. Moore, Director



REQUEST FOR QUOTE NUMBER:

11DW76410-C

WILL BE RECEIVED UNTIL

2:00 PM

February 10, 2011

DESCRIPTION: UNINTERRUPTED POWER SUPPLY SYSTEM MAINTENANCE SERVICE

DEPARTMENT: GENERAL SERVICES

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.fultonvendoreselfservice.co.fulton.ga.us . You must be a registered vendor in order to respond to quotes.

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

CONTACT NAME: DIANN WASHINGTON

E-Mail Address : diann.washington@fultoncountyga.gov

Telephone Number: 404-612-1100

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.fultonvendoreselfservice.co.fulton.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 <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 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.

**REQUEST FOR QUOTE SPECIFICATIONS****Quote Number: 11DW76410-C****Opening Date: February 10, 2011****Uninterrupted Power Supply System Maintenance Service  
General Services Department****1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Uninterrupted Power Supply System Maintenance Service for the General Services Department.

**2. CONTACT PERSON**

Please contact Diann Wathington, Procurement Officer at (404) 612-1100 or by e-mail [diann.wathington@fultoncountyga.gov](mailto:diann.wathington@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website ([www.fultonvendorservice.co.fulton.ga.us](http://www.fultonvendorservice.co.fulton.ga.us)). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

**3. PRODUCT/SERVICE SPECIFICATIONS****SCOPE OF WORK**

- Vendor is to furnish all parts, labor, equipment, transportation and material necessary to provide on-site preventive maintenance of Uninterrupted Power Supply (UPS) systems.
- Vendor must be prepared to repair defective UPS systems immediately when the defects occur.
- The scope of work also includes replacing the battery associated with the one of the two UPS in the Data Center on the 9<sup>th</sup> floor of at 141 Pryor Street. Atlanta GA 30303
- All materials, supplies, services and/or parts requested by Fulton County must be new, of the highest quality and must conform to any related State, Municipal, or Federal standard and be consistent with standard commercial practices.

**SITE VISIT: N/A****EXPERIENCE & QUALIFICATIONS**

- The vendor must have at least five (5) years experience in trouble shooting and repairing similar UPS systems.
- Vendor must be authorized by the manufacturer to carry out warranty repairs on all of the UPS systems listed in this quote and must produce documents in support of this requirement.
- The vendor must submit documentation proving that they have a minimum of five (5) years experience in UPS and emergency power system repair and maintenance. The vendor must submit a list of key personnel including names, titles and qualifications along with quote.
- If the vendor intends to use a subcontractor for any part of this work, a listing of key personnel must be provided by the subcontractor.
- Failure to submit a key personnel list can be grounds for rejection of the quote.

**COMPANY 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's name or the company's name printed at the back or either sides of the vehicle(s). At least one crew member should be able to communicate in English.

**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 A.M. to 5:00 P.M., Monday through Friday, excluding Fulton County holidays.
- All work performed outside of normal working hours (including weekends and holidays) will be paid at a maximum of 1.5 times the rate of the basic quote. Holiday rates will only apply to holidays officially recognized by Fulton County.
- The successful vendor is required to respond to all calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

## TECHNICAL REPORTS

- The successful 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. Overall condition of system.
  - G. Condition of batteries and any recommendation for replacement.
  - H. Total floats voltage and charge current.
  - I. All non-compliant conditions found and corrective actions taken (i.e. corroded terminal, loose connections).
  - J. Ambient temperature and manufacturer's recommended temperature.
  - K. Date and inclusive hours of servicing.
  - L. Summary of other preventive maintenance tasks performed.
  - M. Classification of the call (i.e., emergency, high priority or routine).
  - N. Fulton County building asset number.
  - O. Fulton County purchase order number and recurring work program (RWP) Number.
  
- The successful vendor may submit this information on the same form utilized for invoicing; however, the successful vendor will not receive payment for any invoices until the technical report is received.

## DELIVERY

- Delivery requirements will be as requested by the individual Department Managers; however, the vendor must be capable of responding to all emergency calls within two (2) hours.
  
- 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 the delivery requirement can be grounds for termination of the contract.
  
- The vendor must respond to requests in accordance with the following criteria:
  1. **Emergency requests:** Services and/or parts must be provided within two (2) hours
  2. **High Priority requests:** Services and/or parts must be provided within twenty-four (24) hours.
  3. **Routine requests:** Services and/or parts must be provided within three

(3) days.

- Service rates will be charged for emergency, high priority and routine requests according to the basic hourly rates quoted.

### **REPAIR AND EMERGENCY SERVICES**

- The successful vendor shall be responsible for performing all repairs. The price quoted for the services must include cost of replacement parts and labor charges for the repair services.
- Repairs resulting from vandalism or theft will be considered outside the price quoted. Such repairs must be completed by the vendor, but such repairs will be compensated on the basis of parts and labor cost
- Any repair that will require compensation by Fulton County shall be carried out only after obtaining approval of the estimate by the Zonal Manager.

### **PREVENTIVE MAINTENANCE SERVICES**

- The successful vendor(s) will be required to perform the minimum services listed below.
- The scope of work listed is only for guidance and will include any and all tasks associated with the equipment, as approved by the best engineering practices or the manufacturer's specification.
- The successful vendor will perform all preventive maintenance tasks two times a year as recommended by the manufacturer to include:

### **BATTERY**

- Check battery rack for any structural bending or loose fasteners. Structural problems shall be immediately reported to the appropriate maintenance manager. Loose connections shall be repaired.
- Check and tighten all grounding straps.
- Check the appearance of the batteries and their cleanliness. Check for evidence of corrosion. Clean if necessary.
- Measure and record the total float voltage and charge current. Include information in the technical report.
- Check and adjust the electrolyte levels.
- Re-torque power connections, as required.
- Check and record the ambient temperature. Report the manufacturer's recommended temperature and actual temperature in the technical report.

## **CONVERTER PANEL**

- Replace air filters, if part of the control panel.
- Inspect sub-assemblies for accumulated dust or grime. Report to the Zone Manager.
- Check/torque power connections.
- Check all indicator lights. Replace defective lamps.
- Check alarms and verify operation.
- Check panel cooling fans.
- Check main breaker and by-pass breaker.
- Verify the voltage, current and power indicating meters.
- Verify the soundness of the grounding system and the number of grounds.
- Check power cables for burnt spots.
- Verify the voltage/current wave form at rectifier output and inverter output points.
- Verify the wave form of the thyristor trigger pulse.

**Note: All voltage/current/wave form measurements shall be done while system is under normal load conditions.**

## **BATTERY REPLACEMENT**

- Vendor should be capable of doing this without causing any power outage and causing any damage to the UPS. Battery replacements should only be done by experienced UPS maintenance personnel.
- If battery replacement vendor does not have proper experience with UPS, Fulton County will require presence of the UPS technician at the site while batteries are being replaced.

## **GENERATOR AND UPS ANNUAL TESTING SERVICES**

- The successful vendor(s) will be required to send a qualified technician to support the Fulton County staff during the annual on-load testing of the Stand-by Generator and UPS in the Government Center Mid-rise building, Government Center Public

Safety building and Justice Center Tower. These tests may be conducted on weekends, and unless there is a problem with the system the technician's presence will not be required for more than one hour. The price quoted shall include the cost of such support.

#### 4. PRICING SHEETS

Line	Building Name	RWP #	Mfg:	Model #:	Serial #:	Cost Semi-Annual PM	Annual Cost of PM
1	Justice Tower 185 Central Avenue	R99003393	mitsubishi	UP9833A-E754DU-4	09-7M72830-03		
2	Government Center- Public Safety Building. 130 Peachtree Street, Atlanta	R99002358	PowerWare	9315-80	EV503ABA05		
3	Government Center- Public Safety Building. 130 Peachtree Street, Atlanta	R99002359	PowerWare	9315-80	EV503ABA07		
4	Government Center- Tower Building 141 Pryor Street, SW Atlanta	R99003342	GE	SG Series	PO225-0508- B043N		
5	Government Center- Tower Building 141 Pryor Street, SW Atlanta	R99003343	GE	SG Series	PO225-0508- B043N		
6	Judge Romae T Powell Juvenile Justice Center 395 Pryor Street	R99002979	BESTPOWER	FE 5.3 KVA	FE5-3K06961		
7	Central Library, 1 Margaret Mitchell Square Atlanta		SYMMETRA	LX 16000	PD0539138147		
8	Airport – Fire Headquarters, 3977 Aviation Circle		SYMMETRA	LX 16000	QD0824260197		
9	Airport – Fire Headquarters, 3977 Aviation Circle		SYMMETRA	LX 16000	QD0922260067		
<p>10. Turn Key price for Supply and Replacement of Battery in the GE UPS System 1, on the 9<sup>th</sup> floor IT Data Center There are Eighty (80) GNB cells in the battery.</p> <p>\$ _____ ( _____ dollars)</p>							
<p>11. Please quote Labor hour rates for any work outside the normal tasks of maintenance shown in the Scope of Work:</p> <p>(a) Labor Charges for work during NORMAL HOURS: \$ _____ per Labor Hour</p>							
<p>12. Please quote Labor hour rates for any work outside the normal tasks of maintenance shown in the Scope of Work:</p> <p>(b) Labor Charges for work <u>after</u> NORMAL HOURS and on weekends and Holidays: \$ _____ per Labor Hour</p>							

## 5. SPECIAL CONDITIONS/INSTRUCTIONS

### REFERENCES

The vendor is required to indicate below three (3) contact names and addresses who can verify the vendor's capability to perform this service and for whom the vendor has performed similar services for at least three (3) years.

Company Name: \_\_\_\_\_

Type of equipment serviced: \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Type of equipment serviced: \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Type of equipment serviced: \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_

### WARRANTY CLAUSE

- 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. In the case of parts, if the manufacturer's standard warranty period is greater than ninety (90) days, the manufacturer's warranty period will prevail. Any additional repairs required within this ninety (90) day period will be at the expense of the successful vendor. If additional parts are required they will be replaced at no additional cost to Fulton County.

**INVENTORY**

- The vendor must certify below to having a service facility and a full inventory of supplies and equipment required 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.

Services Available within 50 mile radius: Yes \_\_\_\_\_ No \_\_\_\_\_

Location of Vendor’s Facility: \_\_\_\_\_  
\_\_\_\_\_

**Parts Service**

_____	_____
_____	_____
_____	_____

## 6. Insurance and Risk Management Provisions Information Technology

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

**Accordingly the Respondent shall provide a certificate evidencing the following:**

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

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

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

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

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

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

### 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

<b>Combined Single Limits</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$500,000
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### 4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each Occurrence	\$1,000,000
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### 5. ELECTRONIC DATA PROCESSING LIABILITY and CYBERSPACE/ONLINE LIABILITY

(Required if computer contractor)	Limits	\$1,000,000
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\*\*Completed Operations – Statute of Repose for state of GA\*\*

### 6. ELECTRONIC ERRORS & OMISSION LIABILITY

Each Occurrence	\$1,000,000
(To be provided when the Contract includes specified Professional Services, and will include Errors and Omissions coverage.	

\*\*Completed Operations – Statute of Repose for state of GA\*\*

### 7. FIDELITY BOND, and CRIME to include COMPUTER FRAUD

(Employee Dishonesty) (Theft)	Each Occurrence	\$100,000
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\*\*Above to include 3<sup>rd</sup> 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 and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Department of Purchasing & Contract Compliance

130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

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

**Important:**

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

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, 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.