



Department of Purchasing & Contract Compliance

Felicia Strong Whitaker, interim Director

REQUEST FOR QUOTE NUMBER: 12VR83625A

WILL BE RECEIVED UNTIL: Monday, May 7, 2012 at 2:00 p.m.

DESCRIPTION: Maintenance, Repair & Calibration of Laboratory Equipment, Department of Water Resources.

Quotes must be submitted 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:
Vearnetta Rivers

E-Mail Address:
Vearnetta.rivers@fultoncountyga.gov

Telephone Numbers:
(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.fultonvendoreselfservice.co.fulton.ga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print)

Date

Title

*Signature of the person submitting QUOTE:

*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 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, 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 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: 12VR83625A
Opening Date: Monday, May 7, 2012 at 2:00 p.m.

Laboratory Equipment, Calibration and Repair
Department of Water Resources

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 Department of Water Resources on an as needed basis for a period of twelve consecutive months.

2. CONTACT PERSON

Please contact Vearnetta Rivers, Procurement Officer at (404) 612-4216 or by e-mail Vearnetta.rivers@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.fultonvendorelfselfservice.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

The successful vendor shall provide maintenance, repair and calibration of laboratory equipment at various field sites to the Department of Water Resources.

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

Location: Big Creek Laboratory (North Lab)
 1030 Marietta Highway, Roswell, GA 30075
 Contact person: Will be provided upon award

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

North Lab- Drinking Water - 1030 Marietta Hwy, Roswell, GA 30075
 Contact person: Will be provided upon award

EQUIPMENT	MANUFACTURER	MODEL #	SERIAL #
Autoclave	Geringe-Castle	3522	53035
Autoclave	Harvey Sterilemax	ST 75925	1277090938045
Balance	Ohaus	TP4kd	1816
Colony Counter	Fisher	133-8002	540251746
Colony Counter	Quebec	3325	12411-9
Incubator	Boekel Scientific	133000	012202617
Incubator	Precision Scientific	34007767	10AY-1
Incubator	Barnstead/Lab-Line	203	1462071206504
Microscope	Olympus	BH2	207996
Microscope	Westover	H600-12	1015805
pH/mv/ion	Hach	Sension1	040300004168
pH meter	Hach	Sension 2	020700002025
pH meter	Hach	Sension 2	10100C821666
pH meter	Hach	Sension 2	10100C221486
Pocket Colorimeter Cl-	Hach	46700-00	000800150476
Pocket Colorimeter Cl-	Hach	46700-00	011000170348
Pocket Colorimeter II Cl-	Hach	58700-00	10090E158989
Pocket Colorimeter II Cl-	Hach	58700-00	10090E158982
Pocket Colorimeter II F-	Hach	58700-05	07030E067003
Pocket Colorimeter F-	Hach	46770-05	010200158836
Refrigerator	Kenmore	594.9956011	990807885
Refrigerator	Marvel Scientific	6CAR-TE	110804012
Water Bath	Blue M Magni Whirl	TW1110A	8463
Water Bath	Blue M Magni Whirl	TW1110A	12076
WaterBath	Thermo Scientific	2862	204351-290
Thermometer	Fisher	Infrared K/Type	91179251
Timer	Fisher	06-662-16	91006891
Radiometer/ Sensor: E23574	UVP	UVX-36	E29087
Glass Thermometer	Kessler	80 to 135 Degrees C	1936
Thermometer, Glass, -1 to 51 degrees C	Ertco	1003-3	5105
Thermometer, Glass, 80 to 135 °C	Kessler	2100-3	54177
Glass Thermometer, 20 to 50 °C	Kessler	ASTM 91C	60673
Thermometer, IR	Fisher Scientific	15-077-57	91179251
Thermometer, Glass, -1 to 51 degrees C	Ertco	1003-3	B97-318
Glass Thermometer, -20 to 10 degrees C	Ertco	ASTM 89C-BF	B99-101
Thermometer, Glass, -1 to 51 degrees C	Ertco	1003-3	C98-154
Glass Thermometer	Ertco	ASTM 91C	7630
Glass Thermometer, -20 to 10 degrees C	Kessler	ASTM 89C	92B-3964
Glass Thermometer	Ertco	1003-3	C98-112

North Lab- Stream Monitoring – 1030 Marietta Hwy, Roswell, GA 30075
 Contact person: Will be provided upon award

DO Meter	Fisher	YSI 58	02C0025AJ
DO Meter	Fisher	YSI 58	02C0025AP
pH Meter	Fisher	Oakton pH 11 series	1236885
pH/ C° Meter	Fisher	Orion pH 3 Star	A08495
Water Bath	ThermoElectron	2862	201513-105
Water Bath	ThermoElectron	2862	204351-290

Location: Camp Creek Laboratory (South Lab)
 7472 Cochran Road, SW, Atlanta, GA 30349

Contact person: Will be provided upon award

EQUIPMENT	MODEL #	SERIAL #
Estate Whirlpool Refrigerator	TT14DKXEW10	EF2122258
GE Refrigerator	GMX10AAMRWW	LA902162
REVCO Refrigerator		U23J-446339-UJ
Orion 3 star pH Meter	A13205	
Orion 3 star pH Meter	A13198	
Orion 3 star pH Meter	A13090	
Oakton pH Meter	1516618	
Oakton pH Meter	1516614	1550-00
Oakton pH Meter	1484561	1550-000
Portable pH Meter	Orion 266S	55153/154 9975/031760585
pH Meters	Orion 266s	1551631
3 Thermometer	Ertco Exact-Temp	

PRICING SHEETS

- 1) Initial inspection of all equipment to include cleaning, adjustment and calibration for the lump sum charge \$_____
- 2) 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. – 3:30 p.m. Hourly Rate \$_____ Camp Creek Laboratory located at 7472 Cochran Rd, Atlanta, Ga. 30349
- 4) 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 7472 Cochran Road, Atlanta, Ga. 30349
- 6) 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 7472 Cochran Road, Atlanta, Ga. 30349

4. SPECIAL CONDITIONS/INSTRUCTIONS

The successful vendor must be able to comply with the following:

1. Provide all necessary equipment, parts and qualified technicians to perform the requested service.
2. Provide technical assistance by telephone at no additional cost to the County.
3. 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. Provide proof of qualification for each technician responsible for service of type rendered to the County.
5. Perform cleaning, calibration and / or minor repairs onsite.
6. Warrant all repairs. Please specify warranty period by uploading the information as an attachment when entering your on-line quote pricing.
7. Provide loaner equipment for repairs not completed within seventy-two (72) hours of initial service request.
8. Respond to normal maintenance requests within thirty-six (36) hours of initial request for service.
9. Respond and be onsite to emergency requests within four (4) hours of initial request for service.
10. Vendor must be A2LA ACCREDITED or have equivalent certifications. Proof must be provided by uploading the information as an attachment to the RFQ when entering your on-line bid pricing.

INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Microscope Maintenance and Repair Services

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
---	------------------	---	-------------

4. UMBRELLA LIABILITY

(In excess of Auto, General Liability and Employers Liability)	Each Occurrence	-	\$1,000,000
--	-----------------	---	-------------

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: _____