

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 08CT61573YA
Opening Date: 04/30/2008 @ 2:00p.m. EST

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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 signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions. The signed form must be submitted with your bid. Failure to do so may result in your bid being found non-responsive.

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 may be submitted for quotes on the Vendor Self Service system at www.fultonvendoreselfservice.co.ga.us, fax, or in person. Responses must be delivered to the Purchasing Office by the date indicated on the Request for Quote cover sheet. Quotes will be received until 2:00 p.m. on the date indicated. Quotes should be submitted on the forms provided by the County. Quotes must be signed by an authorized employee, if submitting a hardcopy.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NO BID.** Persons desiring not to submit a quote should return the acknowledgement marking it "No-Bid", not later than the stated submittal deadline.
5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
9. **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

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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 it's acceptance, of the performance, or nonperformance, of it's 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

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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, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing 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.

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Fuel Site Maintenance
General Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide **Fuel Site Maintenance** for the General Services Department on an "as needed" basis effective from date of award for 12 consecutive months.

2. CONTACT PERSON

Please contact Carolyn Towns at (404) 730-4208 or by e-mail carolyn.towns@fultoncountyga.gov, with any procedural or technical questions. All questions should be submitted in writing to the Department of Purchasing & Contract Compliance contact person. Any responses made by the County will be provided in writing to all Quoters 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 on line and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

Maintenance of Fueling Facilities

Contractor will utilize a comprehensive set of on-line diagnostic functions designed to analyze the car readers and tank monitors at the Fulton County owned facilities. These functions can be accessed locally or remotely to diagnose system hardware and peripheral problems while the system is in operation. This will allow the support team to remotely diagnose the problem before dispatching the technician to ensure that the correct parts are available when he/she reaches the site. Repairs must be made within twenty-four (24) hours of recognition of a problem.

To ensure that the fuel management system continues operation, Contractor shall maintain a licensed Tech 21 technician on call, and will maintain a database of certified Tech 21

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service technicians. Contractor shall use these technicians to maintain and repair Fulton County owned sites managed by Contractor under this agreement.

Scope of Work:

- To provide on line diagnostic functions to analyze the card readers locally or remotely, ultimately allowing the vendor to diagnose remotely before dispatching technicians and ensure parts are available on site.
- To maintain a licensed Tech 21 Technician on staff or under contract and ensure that other licensed technicians are available to assist.
- To maintain a Veeder-Root Technician with a minimum Level 2 Certification with Veeder-Root to make repairs as necessary.
- To provide unleaded and diesel fuel dispenser and pump maintenance and repairs as necessary at Fulton County owned fueling sites throughout Fulton County.
- To provide dispenser maintenance and repairs to the CNG Dispenser and compressor located at 895 Marietta Blvd., Atlanta GA
- To provide quarterly service, maintenance and inspections of the CNG compressors located at 895 Marietta Blvd., Atlanta GA.

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4. PRICING SHEETS

The following list is a representative sample of parts typically needed. No specific items or quantities are guaranteed. Respondent agrees to provide these items at the price quoted. All parts are to be new.

Quoter must complete the price grid/table. Do not leave blanks. State - "No Bid" if and where applicable. Blank spaces are considered no offer. Failure to use the price grid/table will invalidate bid.

A. UNLEADED AND DISESL:

PART COST		LABOR TO INSTALL	
1. 10' Unleaded hose	\$_____ /ea	2. Cost	\$_____ /hr
3. 14' Diesel hose	\$_____ /ea	4. Cost	\$_____ /hr
5. Unleaded Nozzle	\$_____ /ea	6. Cost	\$_____ /hr
7. Diesel Nozzle	\$_____ /ea	8. Cost	\$_____ /hr
9. Break-a-way Nozzles	\$_____ /ea	10. Cost	\$_____ /hr

B. COMPRESSED NATURAL GAS:

PART COST		LABOR TO INSTALL	
11. Compressor Heads/Modules	\$_____ /ea	12. Cost	\$_____ /hr
13. Processor Board	\$_____ /ea	14. Cost	\$_____ /hr
15. Circuit Board	\$_____ /ea	16. Cost	\$_____ /hr
17. Electronic Board	\$_____ /ea	18. Cost	\$_____ /hr

C. LABOR:

19. Veeder Root Technician	Labor Cost	\$_____ /hr
20. Pump and Dispenser Technician	Labor Cost	\$_____ /hr

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21. Tech21 Technician Labor Cost \$ _____ /hr
22. Mileage per service call Cost \$ _____ /mile

5. SPECIAL CONDITIONS/INSTRUCTIONS

Failure to respond to all requirements of this quote will result in the rejection of this quote. Fulton County reserves the right to accept or reject all quotes and to waive any technicalities.

Fulton County reserves the right to award a contract for this Request for Quote in whole or in part to one or more responsible and responsive vendors, and the right to cancel any time with a thirty (30) days notice. Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the quote prices for the stated duration of the award.

Fulton County will consider the following criteria, where applicable, in determining the most responsible vendor for contract award:

Item unit pricing

Product specifications Brand requirements

Ability of the vendor to meet the delivery schedule

Any other criteria which will materially affect the critical need of receiving products as/when needed

Compliance with Fulton County guidelines

Compliance with all other terms and conditions required in this specification

Invoicing

Invoices should be sent to the address below to expedite payment of invoices.

General Services Department
Transportation & Logistics Unit
Central Maintenance Facility
895 Marietta Blvd.
Atlanta, GA 30318

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Authorized Contact Officer

Vendor shall contact the following officers to exchange critical information and resolve Important issues;

Patrick Johnson : (404) 792-4940 Ext.130
Linda Jenkins: (404) 792-4940 Ext230

*** Fuel Sites Locations**

Site Name	Location
Big Creek Pumping Station	1030 Roswell-Marietta Hwy. Roswell, Ga. 30075
Central Maintenance facility	895 Marietta Blvd., NW Atlanta, Ga. 30318
Charlie Brown Airport	3920 Aviation Circle Atlanta, Ga. 30336
North Service Center	7741 Roswell Rd. Atlanta, Ga. 30338
South Service Center	5600 Stonewall Tell Rd. Atlanta, Ga. 30349
Stonewall Camp	5601 Stonewall Tell Rd. Atlanta, Ga. 30349
Willis Mill	125 Willis Mill Rd. Atlanta, Ga. 30311
F. S. #12	10205 Medlock Bridge Pkwy. Alpharetta, Ga. 30022

6. INSURANCE & RISK MANAGEMENT PROVISIONS

(Not required for this contract)