



FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR QUOTE NUMBER: 08DM60555YC

Will BE RECEIVED: MARCH 11, 2008 @ 2:00 P.M.

DESCRIPTION: KITCHEN EXHAUST SYSTEM MAINTENANCE (General Services Department)

Return to:

FAX QUOTES ARE
ACCEPTABLE
404-893-1738

Fulton County Purchasing Department
Public Safety Building, Suite 1168
130 Peachtree Street, S.W.
Atlanta, Georgia 30303
(404) 730-5800

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:
Delores Miles

E-Mail Address :
Delores.Miles@fultoncountyga.gov

Telephone Number:
404-730-5815

All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also 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 DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

Person submitting QUOTE: (Please Print)

Date

Title

*Signature of the person submitting QUOTE:

*This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, vendor agrees that their quote is an offer to sell. All bidder 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.

NO BID:

REASON: _____

**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.fultonvendorservice.co.ga.us, fax, or in person. Responses must be delivered to the Purchasing Department 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 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 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 QUOTE. FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING FOUND NON-RESPONSIVE.

REQUEST FOR QUOTE
Quote Number: 08DM60555YC
Opening Date: March 11, 2008 @ 2:00 p.m.

KITCHEN EXHAUST SYSTEM MAINTENANCE
GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide to the General Services Department all parts, labor, equipment, transportation and materials necessary to provide cleaning and fire inspection services on exhaust hood filters and interior of all exhaust vents on an as needed basis for a 12-month period.

2. CONTACT PERSON

Please contact Delores Miles, Procurement Officer, at (404) 730-5815 or by e-mail Delores.Miles@fultoncountyga.gov, with any procedural or technical questions. **All questions should be submitted in writing to the Purchasing contact person. The last day to submit questions is March 6, 2008.** Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. SERVICE SPECIFICATIONS

All materials, supplies, parts and services requested by Fulton County must be of the highest quality and must conform to any related State, Municipal or Federal Standard and be consistent with Commercial practices.

SCOPE OF WORK

The scope of work includes but is not limited to the following activities:

- 3.1 Cleaning and servicing shall meet all the requirements in NFPA # 96, I.K.E.C.A Standards and Local Fire Codes. The contractor shall be a member of I.K.E.C.A. and produce certificate to support membership.
- 3.2 Clean and de-grease the internal parts of exhaust vent
- 3.3 Clean and de-grease vertical and horizontal ducts. Where duct is not accessible, the information shall be included in the technical report.
- 3.4 Check operation of fans. Re-grease the fan motor bearings.
- 3.5 Clean and de-grease the fan motor body the blades and cage. Check belts where installed and replace if necessary.
- 3.6 Remove filters in the vent hoods, and roof exhaust fans where installed. Clean and de-grease the filters. Replace the filters if necessary.
- 3.7 Replace Fusible links where installed annually as laid out in paragraphs 11.2.4 and 11.2.5 of NFPA 96.
- 3.8 Check and service the fire suppression system including automatic fire

extinguishing system where installed.

- 3.9 Portable Fire Extinguishers (Type K) are not a part of this contract.
- 3.10 Provide a technical report that shall include all information as required in NFPA 96. The information required to be in the form, a sample which is attached for reference (Attachment 'A'). The vendor may make copies of the form or make their own forms.
- 3.11 The vendor shall perform all tasks over and above what is described above that will be termed as 'Preventive Maintenance' on the type of equipment that the vendor is servicing based on the best industrial practice and/or the manufacturer's recommendations.
- 3.12 For repair tasks not covered by the scope of work the vendor will be compensated based on the 'Per-Hour Labor Charges' quoted in the Bid Schedule.
- 3.13 System access - If system access requires additional ducting access panels in order to conduct a thorough cleaning of the system, a designated Fulton County representative must approve prior to installation of the same.

4. PRICE QUOTE

Kitchen Hood Cleaning - List of Facilities

<u>Building Number, Name and address</u>	<u>Frequency</u>	<u>Unit Price</u>
<u>Central Zone</u>		
Government Center Mid-Rise Bldg. 141 Pryor St., SW Atlanta, GA 30303 Contact No: 404-730-5965 Asset Number B613022, RWP # R99000779	Semi-Annual	\$ _____
Judge Romae T. Powell Juvenile Justice Center 395 Pryor St., SW Atlanta, GA 30303 Contact No: 404-224-4421 Asset Number B506011, RWP # R99002601	Semi-Annual	\$ _____
Auburn Neighborhood Senior Center 300 Auburn Ave., NE Atlanta, GA 30303 Contact No: (404) 224-3140 Asset Number B720012, RWP # R99001949	Semi-Annual	\$ _____
Helene S. Mills Senior Multipurpose Facility 677 John Wesley Dobbs Ave. Atlanta, GA 30312 Contact No: 404-523-3353 Asset Number B374012, RWP # R99002214	Semi-Annual	\$ _____
<u>North Zone</u>		
Dorothy C. Benson Senior Multi-Purpose Center 6500 Vernon Woods Dr. Sandy Springs, GA 30328 Contact No: (404) 705-4900 Asset Number B360012, RWP # R99002028	Semi-Annual	\$ _____
Fire Station # 18, Christopher May 750 Hickory Flat Rd. Alpharetta, GA 30004 Contact No: Asset Number B116012, RWP # R99002216	Semi-Annual	\$ _____
Fire Station #12, Warsaw/Police Precinct 10205 Medlock Bridge Pkwy. Alpharetta, GA 30201 Contact No: (770) 476-1600 Asset Number B122011 (**), RWP #	Semi-Annual	\$ _____

<p>Fire Station #19, Charlie Brown Airport 3965 Aero Dr. Atlanta, GA 30336 Contact No: (404) 699-4209 Asset Number B119012 (**), RWP #</p>	Semi-Annual	\$ _____
<p>Fire Station #8, Newtown 3165 Old Alabama Rd. Alpharetta, GA 30201 Contact No: (770) 740-2411 Asset Number B108011, RWP # R99000781</p>	Semi-Annual	\$ _____
<p>Harriet G. Darnell Senior Multi-Purpose Facility 677 Fairburn Road, NW Atlanta, GA 30331 Contact No: (404) 699-8580 Asset Number B370013, RWP # R99001959</p>	Semi-Annual	\$ _____
<p>Jefferson Place Homeless Complex 1135 Jefferson St., NW Atlanta, GA 30318 Contact No: (404) 881-5230 Asset Number B504032, RWP # R99000777</p>	Semi-Annual	\$ _____
<p>Jefferson Place Homeless Complex -Drug Court Wing 1135 Jefferson St., NW Atlanta, GA 30318 Contact No: (404) 881-5230 Asset Number B504032, RWP # R99002851</p>	Semi-Annual	\$ _____
<p>New Horizon Neighborhood Senior Center 745 Orr Street Atlanta, GA 30318 Contact No: (404) 730-7100 Asset Number B891012, RWP # R99001154</p>	Semi-Annual	\$ _____
<p>North Training Center 5025 Roswell Rd., NE Atlanta, GA 30342 Contact No: (404) 303-6166 Asset Number B352012, RWP # R99000778</p>	Semi-Annual	\$ _____
<p>Airport Administration Building 3952 Aviation Circle Atlanta, GA 30336 Contact No: (404) 699-4200 Asset Number B606012, RWP # R99002978</p>	Semi-Annual	\$ _____
<p>Dogwood Neighborhood Senior Center 1953, Bankhead Highway Atlanta, GA 30318 Contact No Asset Number B406012, RWP # R99002326</p>	Semi-Annual	\$ _____

Roswell Neighborhood Senior Center
1250 Warsaw Road
Roswell, GA 30076
Semi-Annual \$ _____
Contact No:
Asset Number B810013, RWP # R99002327

South Zone

Camp Truitt Neighborhood Senior Center
4320 Herschel Rd.
College Park, GA 30337
Semi-Annual \$ _____
Contact No: (404) 730-7944
Asset Number B800243, RWP # R99000758

Central Training Center
425 Langhorn St., SW
Atlanta, GA 30310
Semi-Annual \$ _____
Contact No: (404) 752-8766
Asset Number B342013, RWP # R99000757

Fire Station #1, Red Oak
5165 Welcome All Rd.
College Park, GA 30349
Semi-Annual \$ _____
Contact No: (404) 762-4018
Asset Number B101013, RWP # R99000769

Fire Station #11, Fulton Industrial
4760 Fulton Industrial Blvd., SW
Atlanta, GA 30331
Semi-Annual \$ _____
Contact No: (404) 699-8953
Asset Number B111012, RWP # R99000770

Fire Station #13, Cascade
5980 Plummer Rd.
Atlanta, GA 30331
Semi-Annual \$ _____
Contact No: (404) 346-8375
Asset Number B113012, RWP # R99000771

Fire Station #17, Cedar Grove
8675 Ridge Rd.
Fairburn, GA 30213
Semi-Annual \$ _____
Contact No: (770) 306-3071
Asset Number B117013, RWP # R99000772

Fire Station #23, Cascade
4121 Cascade Rd.
Atlanta, GA 30336
Semi-Annual \$ _____
Contact No: (404) 505-5765
Asset Number B125013, RWP # R99000760

Fire Station #3, Cliftdale
4035 Stonewall Tell Rd.
College Park, GA 30349
Semi-Annual \$ _____
Contact No: (770) 306-3067
Asset Number - B103013, RWP # R99000773

<p>Fire Station #5, Pine Ridge 3175 Bethsaida Rd. Fairburn, GA 30213 Contact No: (770) 306-3179 Asset Number B105023, RWP # R99000774</p>	Semi-Annual	\$ _____
<p>Fire Station #7, Midway 5965 Buffington Rd. College Park, GA 30349 Contact No: (404) 762-4010 Asset Number B107013, RWP # R99000775</p>	Semi-Annual	\$ _____
<p>Fire Station #9, Rico 6615 Rico Rd. Palmetto, GA 30268 Contact No: (770) 463-4571 Asset Number B109013, RWP # R99000776</p>	Semi-Annual	\$ _____
<p>Fulton County Family Resources Center 2836 Springdale Rd., SW Atlanta, GA 30315 Contact No: (404) 762-4001 Asset Number B811023, RWP # R99000759</p>	Semi-Annual	\$ _____
<p>H.J.C Bowden Senior Multipurpose Facility 2885 Church St. East Point, GA 30344 Contact No: (404) 730-7944 Asset Number - B710013, RWP Number - R99000761</p>	Semi-Annual	\$ _____
<p>Hapeville Senior Center 515, King Arnold Street Hapeville, GA 30354 Contact No: Asset Number B371013, RWP # R99002602</p>	Semi-Annual	\$ _____
<p>Palmetto Neighborhood Senior Citizens 205 School St. Palmetto, GA 30268 Contact No: (404) 463-2851 Asset Number B808013, RWP # R99000764</p>	Semi-Annual	\$ _____
<p>South Training Center 2605 Fairburn Rd., SW Atlanta, GA 30331 Contact No: (404) 346-8365 Asset Number B308033, RWP # R99000765</p>	Semi-Annual	\$ _____
<p>Southeast Neighborhood Senior Center 1650 New Town Circle Atlanta, GA 30315 Contact No: Asset Number B373013, RWP # R99002215</p>	Semi-Annual	\$ _____

Tom Lowe Shooting Grounds
Trap Skeet Clubs. /Off.
3070 Merk Rd., SW
Atlanta, GA

Semi-Annual \$ _____

Contact No: (404) 346-8382

Asset Number B219013, RWP # R99000767

QLS Center for Senior Citizens
4001 Danforth Rd., SW
Atlanta, GA 30331

Semi-Annual \$ _____

Contact No:

Asset Number B880012, RWP # R99000766

New Beginnings Senior Center
66 Brooks Drive
Fairburn, GA 30213

Semi-Annual \$ _____

Contact No:

Asset Number B809023

() These facilities have commercial vent hoods**

Please quote the labor hour rates for any work outside the normal tasks of maintenance shown in the Scope of Work.

Labor charges for work during NORMAL HOURS: \$ _____ per Labor Hr

Labor Charges for work OTHER THAN NORMAL HOURS, WEEK ENDS AND HOLIDAYS: \$ _____ per Labor Hr

5. SPECIAL CONDITIONS/INSTRUCTIONS

5.1 LOCATION:

The facilities with vent hoods are listed on the Pricing Sheet. The list is tentative and Fulton County reserves the right to add to or remove from the list. If a facility is added to the list payment for services will be made based on a mutually agreed upon rate.

5.2 EXPERIENCE AND QUALIFICATIONS

Vendor must have at least three years experience in Kitchen Exhaust Maintenance. The vendor must submit with the quote package, at least three (3) references, with contact names and telephone numbers that will verify the vendor's experience in Kitchen Exhaust Maintenance. Failure to submit this information with the quote may disqualify the vendor for an award.

The vendor shall be licensed to carry out maintenance of fire suppression systems by a competent state/federal agency having jurisdiction in such work.

The work shall be done only during normal working hours for the facility. The inspection and remedial actions will be governed by all State/Federal codes as applicable.

All personnel working in County facilities must wear a uniform with the company logo clearly visible on it. Vehicles shall have the vendor's name or the company's name printed at the back or both sides of the vehicles(s). At least one crew member should be able to communicate in English.

All job related debris must be placed into an approved dumpster and the kitchen facilities will be properly cleaned and left ready for use by the kitchen staff. Grease-laden water shall not be conducted into floor drains but shall be disposed of properly.

5.3 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 are from 7:00 a.m. through 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 different rate equal to or greater than 1.5 times the rate of the basic quote. Holiday rates will apply only to holidays officially recognized by Fulton County. The successful vendor shall be capable of responding 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.

5.4 AWARD

One award will be made to the vendor submitting the lowest, most responsive and responsible quote which also meets certification requirements. All buildings will be considered as one group. Evaluation will be based on the criteria shown in 5.5.

5.5 EVALUATION

Fulton County will consider the price quoted for all the buildings listed as one group for evaluating the quote. Price quoted for each building will not be considered separately for evaluating the lowest bid. The following criteria, where applicable, will apply in determining the low, responsible vendor for contract award.

- A. Price quoted for maintenance considered for the group of buildings
- B. Labor charges quoted for additional work
- C. Price quoted for any other item
- D. Licensed to perform the work
- E. Experience and references documented in the quote submittals

5.6 PRICE AND PRICE LISTS

Price quoted shall be inclusive of all charges, including freight and forwarding charges if any. Invoices submitted against any work done under this contract shall not carry line items like trip charges, freight, packing, miscellaneous charges etc.

Price Lists: The successful vendor agrees to supply three (3) complete sets of manufacturers' product catalogs, and price lists, including the complete discount schedules applicable to Fulton County before the start of this contract.

Price list prices and discount rates must be firm for the contract period, unless the manufacturer issues a new price list.

5.7 WARRANTY

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. Parts will be replaced at no additional cost to Fulton County.

5.8 INVENTORY AND SERVICES

The vendor must certify below that a full inventory of parts and services required is available 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: Yes _____ No _____

Location of vendor's facility:

Parts _____

Service _____

5.9 DELIVERY

Delivery requirements will be as required by the individual department managers; however, the vendor must be capable of responding to all service requests as shown below.

The vendor must respond to requests in accordance with the following criteria:

- A. Emergency requests: Services and/or parts must be provided within two (2) hours.
- B. High Priority Requests: Services and/or parts must be provided within twenty four (24) hours.
- C. Routine requests: Services and/or parts must be provided within three (3) days.

6.0 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 and shall be in the format attached (Attachment 'A')

- A. Date service was performed with start time and completion time.
- B. Fulton County's RWP Number (obtained from the asset list).
- C. The location of service.
- D. Person requesting the service.
- E. Itemized parts list.
- F. Type of repair carried out.
- G. Classification of the call (i.e. emergency, high priority or routine).
- H. Fulton County Building Asset Number

7.0 INVOICING

Invoices submitted against the contract must include the following:

- A. Fulton County Purchase Order number
- B. Building Asset Number
- C. Fulton County's RWP Number

Invoices shall also include item number(s), item description(s), list prices, applicable discounts, net prices and information required in the technical report above.

Invoices will reflect the service provided for one building only, or vendor will invoice by building.

Invoices will be sent only to the following addresses depending on which zone the facility is located.

Central Zone

General Services Department
Central Zonal Maintenance
160 Pryor St., Suite B-4
Atlanta, GA 30303

North Zone

General Services Department
North Zonal Maintenance
3929 Aviation Circle, Bldg. B
Atlanta, GA 30336

South Zone

General Services Department
South Zonal Maintenance
5590 Stonewall Tell Rd.
College Park, GA 30349

Invoices will be returned unpaid when one of the following conditions exists.

- A. Invoices contain charges for items not referenced in the original quote schedule (i.e. trip charges, restocking fees, handling fees, mileage, taxes, etc.).
- B. Invoices do not contain all the required information (i.e. location, purchase order number and building asset number).
- C. The pricing on the invoice does not correspond to the quoted price.
- D. Invoice is not accompanied by technical report in prescribed form.

The vendor understands Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by General Services Department. The successful vendor agrees that when and if this goal

cannot be met, no legal action will be taken to force payment and no interest or penalty will accrue because of the County exceeding the thirty (30) day goal.

8.0 REQUIRED SUBMITTALS

For the quote to be considered responsive the following information is required:

- A. Quote Schedule with price quotes
- B. License issued by competent authority
- C. List of at least three references completed with phone number and name of contact person

Failure to submit these items with the quote package shall deem your quote as non-responsive.

9.0 PERFORMANCE EVALUATION

The performance of the contractor will be evaluated on a continuous basis, based on Fulton County's "Contract Performance" benchmarks. General parameters for performance evaluation are as follows:

- a. Performance evaluation will be done by the Contract Administrator or by other authorized personnel of General Services Department.
- b. Performance evaluation will be done at periods not greater than 3 (three) months.
- c. The Contractor will be given a copy of the evaluation. The contractor is required to acknowledge the receipt of the evaluation.
- d. Contractor will be able to make remarks or note corrective actions taken on the evaluation sheet.
- e. Fulton County reserves the right to terminate the contract based on the Performance evaluation, after serving due notice on the contractor, if the contractor fails to provide acceptable services for two or more three month periods.
- f. Any dispute resulting from the evaluation will be left to the arbitration of the Assistant Director/Building Maintenance.
- g. The decision of the Assistant Director/ Building Maintenance will be final and binding on both the parties.

10.0 INSURANCE & RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

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
(Aggregate)	By Disease - Ea Employee	\$500,000

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	\$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
(Including operation of non-owned, owned, and hired automobiles).		

4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	\$1,000,000
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5. **UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	\$2,000,000
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6. PROFESSIONAL LIABILITY

Each Occurrence \$1,000,000
(Required if respondent providing bid/quotation for professional services).

7. FIDELITY BOND

(Employee Dishonesty) Each Occurrence \$ 100,000

8. BUILDERS RISK:

If the bid/quotation involves construction-related services the respondent will provide "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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 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.

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

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: _____

Request For Quote
KITCHEN EXHAUST REMOVAL SYSTEM

Kitchen Exhaust System Maintenance
SERVICE REPORT

FC Asset No: _____ Facility Name: _____

Address: _____

Service Date: _____ Serviced By: _____

SYSTEM DESCRIPTION	CHECK LIST		
	System 1	System 2	System 3
Fans Operational?			
Fan Belts OK? Check if replaced	<input type="checkbox"/> Ok <input type="checkbox"/> No <input type="checkbox"/> Replaced	<input type="checkbox"/> Ok <input type="checkbox"/> No <input type="checkbox"/> Replaced	<input type="checkbox"/> Ok <input type="checkbox"/> No <input type="checkbox"/> Replaced
Belt Size: Replaced?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fan Condition	<input type="checkbox"/> Ok <input type="checkbox"/> No	<input type="checkbox"/> Ok <input type="checkbox"/> No	<input type="checkbox"/> Ok <input type="checkbox"/> No
Hood lamps work?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Light Covers intact?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Filters Condition	<input type="checkbox"/> Ok <input type="checkbox"/> No	<input type="checkbox"/> Ok <input type="checkbox"/> No	<input type="checkbox"/> Ok <input type="checkbox"/> No
Filters Cleaned and de-greased?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Filters replaced? How many?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Filter Size			
Ducting condition	<input type="checkbox"/> Ok <input type="checkbox"/> No	<input type="checkbox"/> Ok <input type="checkbox"/> No	<input type="checkbox"/> Ok <input type="checkbox"/> No
Ducting cleaned and de-greased?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Replaced Fusible Links? Size: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
General Condition of the system	<input type="checkbox"/> Ok <input type="checkbox"/> Poor	<input type="checkbox"/> Ok <input type="checkbox"/> Poor	<input type="checkbox"/> Ok <input type="checkbox"/> Poor

INACCESSIBLE PARTS NOT SERVICED

PART NAME →	Reason	Reason	Reason	Reason
	1. Insufficient Access			
2. Change of schedule				
3. Facility not open				
4. Kitchen not operational				

CERTIFICATION OF PERFORMANCE

It is certified that all the accessible areas of the exhaust system shown above have been serviced in accordance with NFPA # 96, I.K.E.C.A Standards and Local (GA) Fire Codes

by _____
 (Signature of Technician)

of _____
 (Company)

6. SPECIAL CONDITIONS / INSTRUCTIONS

The vendor shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for quote. This sheet shall be labeled "Exceptions to Quote Conditions" and shall be attached to the quote.

Vendors not providing quote pricing on the exact items(s) listed in these specifications must provide literature, brochure, drawing, etc., that clearly demonstrates the proposed item(s) is equal. Any bidder that is not compliant in providing the exact items listed or the requested information shall be deemed as a non-responsive quote.

No person, firm or business entity, however situated or composed, obtaining a copy of or responding to the solicitation shall initiate or continue any verbal or written communications regarding this solicitation with any county officer, elected official, employee, or designated county representative between the date of the issuance of this solicitation and the date of the final contract award by the authorized and permitted by the terms and conditions of this solicitation.

All verbal and written communications initiated by such person, firm or entity regarding this solicitation, same are authorized and permitted by the terms and conditions of this solicitation shall be directed to Delores Miles at 404-730-5815.

Any violation of this prohibition or the initiation or continuation or verbal or written communications with county officers, elected officials, employees or designated county representatives shall result a written finding by the purchasing agent that the submitted quote of the person, firm or entity in violations is not responsive and same shall not thereafter be considered for award.