



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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



Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER: 09CR69547YC

WILL BE RECEIVED UNTIL 2:00 P.M. AUGUST 31, 2009 PART I (SEE 09CR69548YC FOR PART II)

DESCRIPTION: INTRUSION & FIRE ALARM SYSTEM TESTING AND MAINTENANCE
(GENERAL SERVICES DEPARTMENT)

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: CYNTHIA RICHARDSON E-Mail Address : cynthia.richardson@fultoncountyga.gov Telephone Number: 404-612-6959

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.

\*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 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 & 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: 09CR69547YC**  
**Opening Date: AUGUST 31, 2009 2:00 P.M. EST**

**INTRUSION AND FIRE ALARM SYSTEM TESTING AND MAINTENANCE**  
**GENERAL SERVICES DEPARTMENT**

**\*\*VENDOR THERE ARE TWO PARTS TO THIS QUOTE: 09CR69547YC AND  
09CR69548YC\*\***

**1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Intrusion & Fire Alarm System Testing and Maintenance for Small Buildings for the General Services Department.

**2. CONTACT PERSON**

Please contact Cynthia Richardson, Procurement Officer at 404-612-6959, or by e-mail [cynthia.richardson@fultoncountyga.gov](mailto:cynthia.richardson@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.fultonvendoreselfservice.co.fulton.ga.us](http://www.fultonvendoreselfservice.co.fulton.ga.us)). You must provide a copy of your current Business License in order to complete the vendor registration process.

**3. PRODUCT/SERVICE SPECIFICATIONS: Intrusion and Fire Alarm System Testing and Maintenance-Small Buildings (See Quote Number 09CR69548YC for Part II)**

Fulton County is requesting quotes from qualified vendors to furnish all parts, labor, equipment, transportation, and maintenance on intrusion alarm systems. Work shall include, but is not limited to the following:

- A. Performing preventive maintenance and testing tasks for all system components to include main and sub fire alarm panels.
- B. A written report for each facility describing results of all testing and maintenance. Failure to provide reports in a timely manner may be grounds for termination of contract.

- C. Service calls outside the scope of work for testing and maintenance. Invoicing for these services will be at the labor rate indicated and with any discounts, markups or fixed prices for parts as indicated.
- D. During times of system impairment, notify the appropriate County representative identified in these specifications plus the Fire Department providing coverage for the building whenever any portion of an intrusion alarm system is taken out of service. Walk through the system with the appropriate county representative after maintenance and repairs are complete to demonstrate that the system is fully functional and in service. Failure to comply with these requirements may be grounds for termination of contract.

**4. PRICING SHEETS**

Annual testing and maintenance specified for all equipment at locations listed. Fire Control Panels are Silent Knight or Regency.

**PART I-09CR69547YC**

**NORTH FULTON BRANCH LIBRARIES**

Item No.	Building Name	Address	Price
1.	Alpharetta Branch	238 Canton St.	\$
2.	Bankhead Courts Branch	1415 Maynard Rd., NW	\$
3.	Bowen Homes Branch	2880 Yates Dr.	\$
4.	Buckhead Branch	269 Buckhead Ave., NE	\$
5	Dogwood Branch	1838 Bankhead Hwy, NW	\$
6.	East Atlanta	457 Flat Shoals Rd, SE	\$
7.	Kirkwood Branch	106 Kirkwood Rd., NE	\$
8.	Northeast Regional	4720 Old Alabama Rd.	\$
9.	Northside Branch	3295 Northside Pkwy, NW	\$
10.	Peachtree Branch	1315 Peachtree St., NE	\$
11.	Ponce de Leon Branch	980 Ponce de Leon Ave., NE	\$
12.	Roswell Branch	115 Norcross St.	\$
13.	Sandy Springs Regional	395 Mt. Vernon Hwy.,NE	\$

Annual testing and maintenance specified for all equipment at locations listed. Fire Control Panels are Silent Knight or Regency.

**SOUTH FULTON BRANCH LIBRARIES**

Item No	Building Name	Address	Price
14.	Adams Park Branch	2231 Campbellton Rd.	\$
15.	Adamsville/Collier Hts.	3424 M.L. King Dr.	\$
16.	Cleveland Branch	47 Cleveland Ave	\$

17.	College Park Branch	3647 Main St.	\$
18.	East Point	2757 Main St.	\$
19.	Fairburn/Hobgood-Palmer	60 Valley View Dr.	\$
20.	Hapeville Branch	525 King Arnold St.	\$
21.	South Fulton Branch	4055 Flat Shoals Rd, SW	\$
22.	Southwest Regional	3665 Cascade Rd., SW	\$
23.	Stewart-Lakewood	2893 Lakewood Ave., SW	\$
24.	Thomasville Hts. Branch	1700 Thomasville Dr., SE	\$
25.	Washington Park	1116 M.L.King Dr.	\$
26.	West End Branch	525 Peoples St., SW	\$

Annual testing and maintenance specified for all equipment at locations listed. Fire

Control Panels are Silent Knight or Regency.

#### OTHER COUNTY FACILITIES

Item No	Building Name	Address	Price
27.	Grounds Division Office	125 Willis Mill Rd., SW	\$
28.	Extension Service Office	1757 West Washington Rd	\$
29.	Central Training Ctr.	425 Langhorn St.	\$
30.	South Training Ctr.	2605 Fairburn Rd., SW	\$
31.	Fire Station # 13 (Cascade)	5980 Plummer Rd.	\$
32.	Fire Maintenance Bldg.	5890 Plummer Rd.	\$
33.	Central Maintenance Fac.	895 Marietta Blvd.	\$
34.	D.A. Pearson Maint. Comp.	3929 Aviation Circle(3 Bldg)	\$

Annual testing and maintenance specified for all equipment at locations listed. Fire Control Panels are Silent Knight or Regency.

#### SENIOR CENTERS

Item No	Building Name	Address	Price
35.	H.J.C. Bowden	2885 Church St.	\$
36.	Camp Truitt	4320 Herschel Rd.	\$
37.	Dogwood	1953 Bankhead Hwy., NW	\$
38.	H.G. Darnell	677 Fairburn Rd.	\$
39.	Edgewood (Auburn)	300 Edgewood Ave., NE	\$
40.	South Fulton (Fairburn)	109 Milo Fisher St.	\$
41.	New Horizons	745 Orr St.	\$
42.	Palmetto	205 School St.	\$
43.	North Fulton (Warsaw)	1250 Warsaw Rd.	\$
44.	SW Atlanta (QLS)	4001 Danforth Rd., SW	\$
45.	D.C. Benson	6500 Vernon Woods Rd.	\$
46.	Helene S. Mills	515 John Wesley Dobbs	\$
47.	Southeast	1650 Newton Circle	\$
48.	Hapeville	Central Park Drive	\$

Annual testing and maintenance specified for all equipment at locations listed. Fire Control Panels are Silent Knight or Regency.

**HEALTH CENTERS**

<b>Item No</b>	<b>Building Name</b>	<b>Address</b>	<b>Price</b>
49.	Adamsville Health Ctr	3699 Bakers Ferry Rd.,SW	\$
50.	Jere Wells Health Ctr.	2925 Lakewood Ave., SW	\$
51.	NE Health Ctr.	626 Parkway Dr.	\$
52.	Red Oak Health Ctr.	480 Miller Rd.	\$
53.	Sandy Springs Health Ctr.	330 Johnson Ferry Rd.	\$
54.	Lakewood Health Ctr.	1853 Jonesboro Rd., SE	\$
55.	South Fulton Health Ctr.	1225 Capitol Ave., SW	\$
56.	College Park Health Ctr.	1920 John Wesley Ave.	\$
57.	Hapeville Health Ctr.	3444 Claire Dr.	\$
58.	Neighborhood Union Ctr.	186 Sunset Ave., NW	\$

**Part II-09CR69548YC**

**\*\*VENDORS PLEASE SEE QUOTE NUMBER: 09CR69548YC-FOR PART II**

Annual testing and maintenance specified for all equipment at locations listed. Fire Control Panels are Silent Knight or Regency.

**ARTS & RECREATION CENTERS**

<b>Item No</b>	<b>Building Name</b>	<b>Address</b>	<b>Price</b>
1.	Abernathy Arts Center	254 Johnson Ferry Rd.	\$
2.	West End Arts Center	945 Ralph Abernathy Rd.	\$
3.	Hammond House	503 Peoples Str.	\$
4.	Clifftondale Rec. Ctr.	4399 Butner Rd.	\$
5.	Rico Recreation Center	6506 Rico Rd.	\$
6.	Burdett Park Gym	2945 Burdett Rd., SW	\$
7.	Chattahoochee Nature Ctr.	9135 Willeo Rd.	\$
8.	Hammond Park Gym	705 Hammond Dr.	\$
9.	North Fulton Tennis Ctr.	500 Abernathy Rd., NE	\$
10.	Sandtown Gym	5320 Campbellton Rd.	\$

Annual testing and maintenance specified for all equipment at locations listed. Fire Control Panels are Simplex.

<b>Item No</b>	<b>Building Name</b>	<b>Address</b>	<b>Price</b>
11.	North Service Center	741 Roswell Rd.	\$
12.	South Service Center	5600 Stonewall Tell Rd.	\$
13.	Aldredge Health Center	99 Butler St.	\$
14.	Drug Court Treat. Facility	1135A Jefferson St. NW	\$

Annual testing and maintenance specified for all equipment at locations listed below.  
 Fire Control Panel is Notifier.

<b>15.</b>	Labor Rate for other than testing and maintenance	\$ _____/hr.
<b>16.</b>	Overtime labor rate for other than testing and maintenance (shall not exceed 1.5 times the labor rate indicated in Special Conditions/Instruction, Section Parts Pricing, Paragraph B. Vendor must indicate when overtime rate shall apply (ex: holidays, days of the week, and hours of the day) Vendor can enter this information in the comment section on the web) Vendor must indicate length of warranty period on labor and parts other than manufacturer's warranty. Vendor can enter this information in the comment section on the web)	\$ _____/hr

## PARTS PRICING

### Silent Knight Systems

Item No		Manufacturer	Model #	Price
17.	Fire Control Panel	Silent Knight	5207	\$
18.	Fire Control Panel	Silent Knight	5208	\$
19.	Fire Control Panel	Silent Knight	5820	\$
20.	Annunciator	Silent Knight	FCP-compatible	\$
21.	Smoke Detector	Silent Knight	FCP-compatible	\$
22.	Heat Detector	Silent Knight	FCP-compatible	\$
23.	Duct Detector	Silent Knight	FCP-compatible	\$
24.	Strobe/Horn	Any	FCP-compatible	\$
25.	Battery	Any	FCP-compatible	\$
26.	Pull Station	Silent Knight	FCP-compatible	\$
27.	Contact Monitor Module	Silent Knight	FCP-compatible	\$

### Regency Systems

If a Regency FCP requires repair or replacement, vendor will coordinate with Contract Administrator. Inoperative FCP will be removed by vendor and a replacement panel, provided by Fulton County will be installed by vendor.

Item No		Manufacturer	Model #	Price
28.	Annunciator	Regency	FCP-compatible	\$
29.	Smoke Detector	Any	FCP-compatible	\$

30.	Strobe/Horn	Any	FCP-compatible	\$
31.	Heat Detector	Any	FCP-compatible	\$
32.	Smoke Detector	Any	FCP-compatible	\$
33.	Duct Detector	Any	FCP-compatible	\$
34.	Battery	Any	FCP-compatible	\$
35.	Pull Station	Any *	FCP-compatible	\$

\* Must be quick re-set, no keys or tools required

#### **Simplex Systems**

Item No		Manufacturer	Model #	Price
36.	Fire Control Panel	Simplex	4291-21,-31,-34	\$
37.	Annunciator	Simplex	FCP-compatible	\$
38.	Smoke Detector	Simplex	FCP-compatible	\$
39.	Pull Station	Simplex	FCP-compatible	\$
40.	Battery	Any	FCP-compatible	\$
41.	Horn	Simplex	FCP-compatible	\$
42.	Strobe/Horn	Simplex	FCP-compatible	\$
43.	Heat Detector	Simplex	FCP-compatible	\$
44.	Pull Station	Any *	FCP-compatible	\$

\* Must be quick re-set, no keys or tools required

#### **Notifier Systems**

Item No		Manufacturer	Model #	Price
45.	Fire Control Panel	Notifier	AFP 100, -200	\$
46.	Annunciator	Any	FCP-compatible	\$
47.	Smoke Detector	Notifier	FCP-compatible	\$
48.	Pull Station	Notifier	FCP-compatible	\$
49.	Battery	Any	FCP-compatible	\$
50.	Horn	Notifier	FCP-compatible	\$
51.	Strobe/Horn	Notifier	FCP-compatible	\$
52.	Heat Detector	Notifier	FCP-compatible	\$
53.	Pull Station	Any *	FCP-compatible	\$

\* Must be quick re-set, no keys or tools required

## 5. SPECIAL CONDITIONS/INSTRUCTIONS

### WORKING HOURS

All testing and maintenance may be accomplished during normal business hours. The vendor may choose to accomplish some of the work at other than normal business hours at no additional cost to the County. The timing of repair services will be dictated by the seriousness of the situation. For the purpose of this contract, normal working hours will be 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 maximum of 1.5 times the labor 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 emergency repair calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be basis for overtime payment.

### **COMPANY PERSONNEL**

Qualifications: Vendor shall have in its employ at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, safely and economically provide the services specified in this document. The vendor must provide copies of certifications for service personnel who will work on this contract to demonstrate they are qualified to perform maintenance on fire alarm systems. See NFPA 72, PAR 7-1.2.2 for required certifications. **Copies of certifications must accompany the quote when submitted. (Copies can be attached to quote, e-mailed to [Cynthia.richardson@fultongcountyga.gov](mailto:Cynthia.richardson@fultongcountyga.gov); faxed to 404-893-1740).** Failure to provide certifications may lead to vendor being declared non-responsive. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151. At least one (1) contact person on each crew assigned to work in County facilities must be able to clearly communicate verbally with the Fulton County Contract Administrator to resolve any issues on site. At least one (1) member of each crew that performs work on the County's sites must have a valid driver's license. Vendor must operate maintenance vehicles that are in good repair, mechanically and aesthetically, while on County sites.

### **IDENTIFICATION AND SECURITY**

Within ten (10) days after commencement of a contract, and before beginning service in any County facility, the successful vendor shall provide the Fulton County Contract Administrator with a **list of employees** who will be performing services under this contract. The list shall specify the employee's name and position. All employees assigned to this contract must have a completed Georgia Criminal Investigation (GCI). All costs associated with the background check shall be paid by the vendor. The completed background check must be verified by the Contract Administrator before an employee starts servicing any County facility. All employees assigned to this contract must not have been convicted of any criminal offense involving theft, assault, or drugs. After successful verification of the GCI by the Contract Administrator or designated representative, a Fulton County Temporary Identification badge will be issued to the employee. The temporary ID badge must be worn by the employee at all times while conducting business in Fulton County buildings and must be visible at all times for security purposes. Lost or stolen ID'S must be reported to the Contract Administrator immediately. Changes, additions, or deletions to the list of authorized employees must be given to the Contract Administrator within twenty-four (24) hours of the action causing the change. The personnel of the company that will work on the County sites must

be uniformed with their company identification (name and/or logo) on their uniform. Employees must conduct themselves in a professional manner while on the County's sites. All employees or representatives of the successful vendor entering into Fulton County buildings shall be subject to security regulations of the buildings and to any security checks as may be deemed necessary. Fulton County reserves the right to direct the removal of any employee of vendor from work on this contract for misconduct or security reasons (including failure to be in uniform or to wear a County-issued ID), or who is identified as a potential threat to the facility and its population. Removal of any employee of Vendor for cause does not relieve Vendor from responsibility for total performance of contracted tasks.

### **SAFETY TRAINING AND EDUCATION**

Vendor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Vendor will ensure that employees are briefed on the facility evacuation plan for any County building they are working in (contact the Fulton County Contract Administrator for assistance). Documentation of employee training is subject to inspection by County upon County's request.

### **ACCIDENT REPORTING**

Serious accidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Vendor shall be reported to the Contract Administrator by telephone within twenty four (24) hours of the occurrence. A copy of each accident report which the Vendor submits to their insurance carriers in regard to accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.

### **PROTECTION**

The Vendor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Vendor under this contract.

### **SUPERVISION**

The Vendor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Vendor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from the designated Fulton County General Services Department representative. Supervisory employees must be fully conversant in English.

### **EMPLOYEE RELATIONS**

All matters pertaining to the employment, supervision, compensation, promotion, and discharge of employees engaged in work in County facilities are the responsibility of the Vendor. County will not intervene in any internal disputes between Vendor and employee or between Vendor and other vendors. Vendor's employees and vendors are not employees of the County and have no recourse from the County. Discrimination against or harassment of County staff and citizens by Vendor's employees, or of Vendor's employees by County staff, will not be tolerated. Vendor must promptly remove any employee involved in such activities from County sites and promptly report any incidents involving County staff to the Contract Administrator.

### **REFERENCES**

The vendor is required to provide three (3) commercial or government references who can verify the vendor's capability to perform the services requested in this solicitation. At least one of the references must be from a customer currently being serviced and the remaining two (2) should be from customers serviced within the past three (3) years. Provide company name and address and contact person's name and telephone number for each reference (i.e., Cobb County Government, 2222 Northside Parkway, Marietta, Jim Thomas, 404-123-4567). Inability to contact reference due to faulty information will cause reference to be disregarded and may lead to vendor being declared non-responsive.

### **AUTHORIZATION TO PLACE CALLS**

The following is a list of personnel authorized to place calls against this contract and approve overtime. Failure to receive proper authorization prior to providing the service and/or parts can be grounds for nonpayment of the invoice.

<b>Name</b>	<b>Title</b>
Joe Jones	Electronics Section Manager (Contract Administrator)
Ciro Duenas	Electronics Tech. Supervisor

### **SCHEDULING**

Schedule of testing will be provided by Fulton County Government. Persons authorized to place calls will provide a schedule.

### **MAXIMUM REPAIR ALLOWANCE**

The successful vendor is responsible for submitting an estimate prior to performing any repairs. This estimate shall include an estimated cost for repair and also the estimated cost of replacing the item. The successful vendor must identify any item where the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item. Failure to adhere to the requirements of this paragraph will be grounds for the termination of the contract.

Example: New fire control panel = \$2,000.00  
Maximum repair allowance on fire panel = \$1,500.00  
Repair of fire panel = \$1,700.00

Action: Recommend replacement of old fire control panel instead of repair.

### **PARTS PRICING**

This paragraph is only applicable for work provided beyond routine testing and maintenance. The successful vendor is required to supply all parts associated with testing and routine maintenance under the scope of this contract. All items must be new.

- A. Approval must be obtained from designated representative prior to purchasing any parts. The following documents must be provided when submitting invoice for payment:
1. An invoice indicating the price paid for the part to the supplier  
and/or manufacturer.
  2. If any freight was associated with the shipment of the part, a paid freight invoice must be submitted.
- B. The successful vendor's reimbursement for parts priced at \$500 or less specifically listed in these quote specifications will be computed utilizing the following formula: [(Vendor's cost for part) x (1 + vendor's markup %)] + (cost of freight)
- Example: Vendor's cost for part = \$20.00, Vendor's markup on part = 10%  
 $(\$20.00) \times (1 + 10) + (\$5.00) = \$27.00$
- C. All other mark ups on parts greater than \$500 will be individually approved by the designated County representative. Fulton County reserves the right to reject any and all pricing for parts and to require the successful vendor to install parts procured from other sources. If Fulton County elects to procure parts from an outside source, the successful vendor's warranty shall extend to labor only.

### **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, with the manufacturer's warranty period (if greater), to prevail. Any repair or replacement required within the warranty period will be at the expense of the successful vendor. Parts under warranty will be replaced at no additional cost to Fulton County.

### **REPORTS**

- A. General: The successful vendor is required to submit either a service report, on maintenance and repair service calls, or an alarm system inspection report, within seven (7) days of completing the service or inspection. Invoices will not be paid until service or inspection report is received. Failure to submit these

reports may be grounds for contract termination.

B. Service Reports: (may be generated by vendor or obtained from Fulton County)

1. Date service performed
2. Start and completion time
3. Location of service (Facility name and address)
4. Person requesting service
5. Fulton County Work Order #
6. Itemized list of any parts used
7. Type of equipment repaired (make & model #)
8. Description of work performed
9. Name of Technician Performing Service

C. Inspection Reports: Must meet NFPA standards. May be generated by vendor or obtained from Fulton County.

**DELIVERY**

Delivery requirements will be as determined by the Contract Administrator. However, the successful vendor(s) should be capable of responding to emergency calls within two (2) hours. The successful vendor(s) must maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week, including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The successful vendor(s) must respond to requests in accordance with the following criteria:

- A. Emergency requests: Services must be provided within two (2) hours to mitigate emergency situation.
- B. Urgent requests: Services must be provided within twenty-four (24) hours.
- C. Routine requests: Services must be provided within three (3) days.

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

All responding vendors are required to be authorized vendors regularly engaged in the application of the type services for which the vendor is submitting a quote.

**INSPECTIONS AND ACCEPTANCE**

All work (which term includes but is not restricted to materials, workmanship) shall be subject to inspection by Fulton County at all reasonable times and place prior to acceptance. Any such inspection is for the sole benefit of Fulton County and shall not relieve the vendor of the responsibility of providing quality control measure to assure that the work strictly complies with the contract requirements. No inspection by Fulton County shall be construed as constituting or implying acceptance. Inspection shall not relieve the vendor of responsibility for damage to or loss of property, material, etc., prior to final acceptance of services completed.

The vendor shall, without charge, replace any material or correct any workmanship found by Fulton County not to conform to the contract requirements

unless, in the public interest, Fulton County consents to accept such material or workmanship with an appropriate adjustment in contract price. The vendor shall promptly segregate and remove rejected material from the premises at the vendor's expense.

If the vendor does not promptly replace rejected material or correct rejected workmanship, Fulton County may replace such material or correct such workmanship and charge the cost thereof to the vendor.

Unless otherwise provided in this contract, acceptance by Fulton County Government shall be made as promptly as practical after completion and inspection of all work required by this contract or that portion of the work that Fulton County determines can be accepted separately.

### **SERVICE FREQUENCY**

All testing and maintenance service shall be performed at least once yearly. All annual services listed must be performed at one time. Payment shall be at the rate indicated for testing and maintenance service only.

Schedule of testing will be provided by Fulton County. Persons authorized to place calls will provide a schedule.

The following testing and maintenance tasks will be performed annually:

A. All Control Panels

Perform LED lamp test, blowout dust, check back-up batteries. Batteries will be replaced as required at parts price specified or adjusted supplies price and at quoted labor rate.

B. Smoke and Heat Detection

Clean all smoke and heat detectors per manufacturer's specifications. Test operation of all smoke detectors in accordance with manufacturer's specifications. Smoke and heat detectors will be replaced at quoted parts price and labor rate.

C. Pull Stations

Test operations of all pull stations in accordance with manufacturer's recommendations. Defective pull stations will be replaced at quoted parts price and labor rate.

D. Horns and Strobes

Verify that all horns are clearly audible with existing background noise. Verify all strobes operate and verify all strobes in each loop operate simultaneously. Inoperative strobes and horns will be replaced at quoted price and labor rates.

E. Valve Tamper Switch

Verify operations of valve tamper switch. Adjust as necessary to meet manufacturer's specifications.

F. Duct Smoke Detector

Clean per manufacturer any malfunctions at labor and parts pricing quoted.

**SEQUENCE OF TESTING AND MAINTENANCE**

- A. All testing and maintenance required in a single building or complex will be performed before initiating work in a subsequent building.
- B. All maintenance on smoke and heat detectors will be accomplished before initiating testing of systems.
- C. All testing of smoke and heat detectors, duct smoke detectors, horns and strobes, etc., will be accomplished with the vendors initiating the test at the device and County electronics technician monitoring trouble and alarm indications at Fulton County monitoring stations.
- D. Cleaning and testing of duct smoke detectors will be coordinated to minimize labor in gaining access to devices.
- E. After completion of all individual zones, the system will be placed in a general alarm. The vendor will coordinate with Fulton County Electronic Section Manager before activating alarm. Verification of system reporting to Fulton County 9-1-1 will be coordinated with Fulton County Electronics Section.
- F. Upon completion of the test, complete an "Inspection and Testing Form" (enclosed) with three (3) copies. One copy will be left with the Facility Manager, one copy will be retained by the technician conducting the test, and one copy will be sent to the Contract Administrator.

**6. 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 Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer’s Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer’s Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

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

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

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

Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	-	\$1,000,000
-------------------------------	-----------------	---	-------------

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

4. **UMBRELLA LIABILITY**

(In excess of Auto, GL and Employers Liability) Each Occurrence - \$2,000,000

5. **FIDELITY BOND and CRIME**

(Employee Dishonesty - Theft) Each Occurrence - \$100,000

\*\*Above to include 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 should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

Fulton County Government – Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

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

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

#### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

*If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.*

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS

AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_