



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Cecil S. Moore, Director



REQUEST FOR QUOTE NUMBER: 10CR74180C

WILL BE RECEIVED UNTIL 2:00 P.M. JULY 9, 2010

DESCRIPTION: LOCKSMITH SERVICES FOR VEHICLES 2010-2011/ 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
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All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

Company Name:

Company Address:

City	State	Zip Code
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Telephone Number:	Fax Number:	E-Mail Address:
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RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendoreselfservice.co.fulton.ga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print)	Date
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Title

*Signature of the person submitting QUOTE:

*Person submitting this e-quote has binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or

otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

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: 10CR74180C

Opening Date: JULY 9, 2010

LOCKSMITH SERVICES FOR VEHICLES GENERAL SERVICES

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to Locksmith Services for Vehicles for the General Services Department on an "as needed" basis effective date of award and continuing for twelve (12) consecutive months.

2. CONTACT PERSON

Please contact Cynthia Richardson, Procurement Officer, at 404-612-6959 or by e-mail 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.fultonvendorelfservice.co.fulton.ga.us). You must provide a copy of your current Business License in order to complete the vendor registration process.

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

3. PRODUCT/SERVICE SPECIFICATIONS: LOCKSMITH SERVICES

4. PRICING:

Representative Items:

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1.	Ford – F150 to F550 (<i>Duplication of a lost key</i>)	\$ _____
2.	Ford – F150 to F550 (<i>Replacement of the Ignition switch</i>)	\$ _____
3.	Ford – Windstar (<i>Duplication of a lost key</i>)	\$ _____
4.	Ford – Windstar (<i>Replacement of the Ignition switch</i>)	\$ _____
5.	Ford – Fusion (<i>Duplication of a lost key</i>)	\$ _____
6.	Ford – Fusion (<i>Replacement of the Ignition switch</i>)	\$ _____
7.	Ford – E150 to E350 (<i>Duplication of a lost key</i>)	\$ _____
8.	Ford – E150 to E350 (<i>Replacement of the Ignition switch</i>)	\$ _____
9.	Ford – Crown Victoria (<i>Duplication of a lost key</i>)	\$ _____

10.	Ford – Crown Victoria (<i>Replacement of the Ignition switch</i>)	\$ _____
11.	Chevy – 1500 to 3500 (<i>Duplication of a lost key</i>)	\$ _____
12.	Chevy – 1500 to 3500 (<i>Replacement of the Ignition switch</i>)	\$ _____
13.	Chevy – Vans (<i>Duplication of a lost key</i>)	\$ _____
14.	Chevy – Vans (<i>Replacement of the Ignition switch</i>)	\$ _____
15.	Chevy – Impala (<i>Duplication of a lost key</i>)	\$ _____
16.	Chevy – Impala (<i>Replacement of the Ignition switch</i>)	\$ _____
17.	Chevy – Malibu (<i>Duplication of a lost key</i>)	\$ _____
18.	Chevy – Malibu (<i>Replacement of the Ignition switch</i>)	\$ _____
19.	Dodge – Charger (<i>Duplication of a lost key</i>)	\$ _____
20.	Dodge – Charger (<i>Replacement of the Ignition switch</i>)	\$ _____
21.	Dodge – Vans (<i>Duplication of a lost key</i>)	\$ _____
22.	Dodge – Vans (<i>Replacement of the Ignition switch</i>)	\$ _____
23.	Dodge – Pick-ups (<i>Duplication of a lost key</i>)	\$ _____
24.	Dodge – Pick-ups (<i>Replacement of the Ignition switch</i>)	\$ _____
	If any Service require reprogramming/flashing of vehicle ECU, keyless or anti-theft systems these cost should be included in quote.	
25.	Labor Rate per hour:	\$ _____
26.	Labor Rate per hour (Holiday):	\$ _____

PRICE INCREASE

In the event of manufacturer's price increases during the term of this agreement, the reasons for such increase must be properly documented and a thirty-day written notice given before new prices become effective. Fulton County reserves the right to accept any such proposed price increase or cancel the remainder of the contract.

5. SPECIAL CONDITIONS AND INSTRUCTIONS:

The successful vendor will be a factory-authorized locksmith with the ability to open vehicles without damage in a timely manner, make keys to vehicle locks with or without a key code, recode locks to a new key and be able to access vehicles for the fleet. Vendor shall provide on-call service repair of equipment owned by Fulton County, be equipped with inventory and quick access to products, parts and master-keying or key management skills geared toward fleet vehicles. All materials/supplies/services/parts provided to Fulton County must be of the highest quality, must conform to any related state, municipal or federal codes and/or standards, and must be consistent with top-quality commercial practices.

- a. Provide repair service estimates upon request
- b. Provide itemized listing of all personnel, equipment, and materials used when providing requested services
- c. Maintain proper record of all Fulton County property in the vendor's possession
- d. Create single keys for multiple cars in fleet
- e. Emergency vehicle opening
- f. Duplication of lost ignition keys
- g. Extraction of broken ignition keys
- h. Emergency trunk opening
- i. Replacing all types of automotive locks
- j. Replacing lost/stolen keys

- k. Re-keying all locks
- l. Local duplication and activation of key blanks
- m. Replacing ignition switches
- n. Maintain proper record of all Fulton County property in the vendor's Possession
- o. Commercial practices are to prevail: Only materials/equipment of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- p. **WARRANTY CLAUSE:** The successful vendor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than ninety (90) days, the manufacturer's warranty period will prevail. Any additional repairs required within the warranty period will be at the expense of the vendor. Fulton County will not pay for parts, labor, or any incidental costs during the warranty period.
- q. **MAXIMUM REPAIR ALLOWANCE:** The vendor is responsible for submitting an estimate prior to performing any repairs. Estimate must include the estimated cost of replacing the item. The vendor must notify the appropriate representative of Fulton County whenever the cost of repair is equal to or greater than 75% of a new item.

Failure to perform the requirements of this paragraph can be grounds for termination of the contract.

Example: Repair of item = \$80.00
 Maximum repair allowance = \$100.00
 Recommendation: Replacement of old item.

Award Process

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

Delivery

All service items are to be delivered to the Fulton County Central Maintenance Facility, 895 Marietta Boulevard, Atlanta, Georgia 30318 unless otherwise directed at time of order. Deliveries will only be accepted between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding holidays.

Vendor agrees to operate and maintain product storage at the following address(es):

Show information and prices in the format requested, prices are to be quoted F.O.B. destination, and must include all costs chargeable to the contractor in executing the contract, including taxes, unless otherwise provided in the contract. Fulton County shall have no liability for any cost not included in the prices quoted.

Vendor's Address

Responding vendors shall indicate below the address and contact point information:

Company Name:

Contact Person:

Address:

Phone

Fax Number

E-mail address:

Any award made as a result of this quote will be from date of award and continue for twelve (12) consecutive months. Fulton County reserves the right to award a contract for this Request for Quote in whole or in part to one or more responsible and responsive vendors, and the right to cancel any award made at any time with a thirty (30) days notice.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the quote prices for the stated duration of the award.

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

- A. Item unit pricing.
- B. Product specifications Brand requirements.
- C. Ability of the vendor to meet the delivery schedule.
- D. Any other criteria which will materially affect the critical need of receiving products as/when needed.
- E. Compliance with Fulton County guidelines.
- F. Compliance with all other terms and conditions required in this specification.

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

**Fulton County General Services Department
Transportation & Logistics Division
Attn: Patrick Johnson
895 Marietta Blvd.**

Atlanta, GA. 30318

Invoices submitted against the contract must include the purchase order number, department name and contact person for whom order was delivered, date of delivery and photocopy of signed delivery receipt, item number(s) and item description(s), and net prices. Invoices must be submitted in a timely manner.

Invoices will be returned when one of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the bid price.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

REFERENCES

The special nature of the work environment and the services to be performed requires a contractor with specific experience in this type of service. The vendor must have a minimum of three (3) years of experience doing this type of work. 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 services can be grounds for nonpayment of the invoice.

Name	Title
Kent Wintter	Assistant Director, Transportation & Logistics
Patrick Johnson	Fleet Manager, Transportation & Logistics

INVENTORY

The vendor must certify below to having a service facility and a full inventory of supplies and equipment required within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The vendor understands that having the materials/supplies services immediately available 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. (vendor enter this information in the comment section on the web)

Location of Vendor's Facility:

Parts / Supplies	Service
_____	_____
_____	_____
_____	_____

WORKING HOURS

This contract is to provide emergency services seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 a.m. through 6:00 p.m., 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 rates of the basic bid. Holiday rates will only apply to holidays officially recognized by Fulton County which are New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day and day before or after. Failure to respond at the time requested will not be a basis for overtime payment.

INSPECTION AND ACCEPTANCE:

All work (which term includes but is not restricted to materials, workmanship) shall be subject to inspection by Fulton County at any reasonable time and place prior to acceptance. Any such inspection is for the sole benefit of Fulton County and shall not relieve the contractor of the responsibility of providing quality control measures to assure 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 contractor of responsibility for damage to or loss of property, materials, etc., prior to final acceptance of services completed.

FINAL ACCEPTANCE

- a. The technical point of contact will make a determination that the work of the contractor is complete and acceptable in accordance with the provisions of the contract documents.
- b. In the event that the final inspection reveals deficiencies in meeting the contract requirements, the contractor shall complete all remaining items of work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the contractor that the work is complete and ready for re-inspection, the technical point of contact will make a final inspection.
- c. The contractor shall be notified in writing by Fulton County of final acceptance

of the work. The date of final acceptance shall be the termination date for the contractor's liability for the physical properties of the project.

RESPONSE TIME

The vendor must be capable of acknowledging all calls within one (1) hour. Quoter is required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week, including holidays. **Failure to adhere to this paragraph can be grounds for termination of the contract.**

In the event of an emergency, the successful quoter will have experienced personnel on-site to assess damage, repair, and recovery requirements within **4** hours of notification, 24 hours/day, 365 days/year.

SERVICE REPORTS

The successful vendor is required to provide a detailed service report listing equipment, services provided and containing the following information (report may be on same form used for invoicing, but must contain the information listed below):

- a. Date(s) services were performed
- b. Start time and completion time
- c. Name and address of facility where services were performed
- d. Person requesting the service
- e. Purchase Order number and General Services Work Order number
- f. Itemized listing of all personnel (position and man-hours), equipment (make, model, serial number) and materials used when providing requested services
- g. Itemized list of items moved for cleaning/repair. This document must be signed by the designated County employee prior to leaving the pick-up point and again when items are returned

SUBMITTAL REQUIREMENTS

The following information shall be submitted along with quote.

- a. Provide three (3) commercial or government references, including service previously provided to Fulton County. Provide company name, address, POC, telephone, fax, and e-mail address in support of the qualification and experience
- b. Copy of current business and permit license
- c. Copy of vendor's Certificate of Insurance

Failure to submit the require documents shall result in being deemed non-responsive. Insufficient information on any of these items may lead to disqualification of the vendor

6. INSURANCE & RISK MANAGEMENT PROVISIONS: N/A