



# FULTON COUNTY PURCHASING DEPARTMENT

**REQUEST FOR QUOTE NUMBER: 08DM61176YC**

WILL BE RECEIVED UNTIL

JUNE 5, 2008 @ 2:00 PM

DESCRIPTION: GLASS AND GLASS REPAIR

(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](mailto: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.fultonvendorelfselfservice.co.ga.us](http://www.fultonvendorelfselfservice.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 stats 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, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

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

protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

**SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.**

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

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

**THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.**

**REQUEST FOR QUOTE**  
**Quote Number: 08DM61176YC**  
**Opening Date: JUNE 5, 2008 @ 2:00 PM**

**GLASS AND GLASS REPAIR**  
**GENERAL SERVICES DEPARTMENT**

**1. DESCRIPTION**

The Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Glass and Glass Repair to the General Services Department on an as needed basis for 12 consecutive months.

**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.** Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

**3. PRODUCT & SERVICE SPECIFICATIONS**

The bidder may bid on any or all of the groups, Group A: Glass Products; Group B: Acrylic and Lexan and Group C: Lexguard.

- 3.1 The repair services provided shall be, unless otherwise stated in the contract, in accordance with the method and practices of the original manufacturer's operations, maintenance and repair manuals.
- 3.2 Vendor must have valid insurance for covering the entire operation of delivery and installation/repair of glass.
- 3.3 The successful vendor shall demonstrate and guarantee in writing that his employees are certified technicians with at least (5) years of experience on such work
- 3.4 All personnel of the company that will work in county facilities must wear a uniform with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed at the back or wither sides of the vehicle/s. At least one crewmember should be able to communicate in English.
- 3.5 Fulton County shall have the right to cancel the contract at any time in the event the successful vendor breaches any of the conditions in the contract

#### 4. PRICING SHEETS

Price quotes will include all transportation charges fully prepaid to one of the following:

- a. Fulton County Department of General Services  
Inventory Control, 3295 Aviation Circle, Building C,  
Atlanta, Georgia
- b. Fulton County Government Center  
Loading Dock, 141 Pryor Street  
Atlanta, Georgia
- c. Fulton County Justice Center  
160 Pryor Street  
Atlanta, Georgia.

The successful quoter agrees to supply three (3) complete sets of manufacturer's product catalogs and price lists, including applicable discounts, before the start of this contract. Failure to supply such price lists within ten (10) days after a quote award may be cause for an immediate end of the award and appointment of the next lowest responsible quoter.

- The price and product description column used must be designated by the quoter.
- Photocopies of manufacturer's price list and/or computer printouts must be clear and legible.
- Blurred copies and distributor inventory in price lists will not be acceptable.
- Pencil, typewritten, or pen and ink changes in price lists will not be acceptable.

The successful quoter must furnish additional copies of above price lists and supplements of all superseding manufacturer's published price lists during the contract to Fulton County's General Services Department and any other department, upon request at no charge to the county.

Prices Quoted shall include all necessary edge work. Contractor shall provide estimates at no additional charge.

***All price quoted are per square foot.***

**Group A: Glass Products**

Group	Item #	Description	Sizes	Price	
				Delivered	Pick-Up
A	1 & 2	Window glass, 1/16 thick single strength glass	SSG 1/16"	\$	\$
A	3 & 4	Window glass, 1/8 thick double strength glass	DSG 1/8"	\$	\$
A	5 & 6	Plate Glass – Clear	3/16"	\$	\$
A	7 & 8	Plate Glass – Bronze	3/16"	\$	\$
A	9 & 10	Plate Glass – Smoke	3/16"	\$	\$
A	11 & 12	Plate Glass – Clear	3/8"	\$	\$
A	13 & 14	Plate Glass – Bronze	3/8"	\$	\$
A	15 & 16	Plate Glass – Smoke	3/8"	\$	\$
A	17 & 18	Plate Glass - Clear	1/4"	\$	\$
A	19 & 20	Plate Glass - Bronze	1/4"	\$	\$
A	21 & 22	Plate Glass – Smoke	1/4"	\$	\$
A	23 & 24	Laminated Safety Plate Glass -Clear	1/8"	\$	\$
A	25 & 26	Laminated Safety Plate Glass - Clear	3/16"	\$	\$
A	27 & 28	Laminated Safety Plate Glass - Clear	3/8"	\$	\$
A	29 & 30	Laminated Safety Plate Glass - Clear	1/4"	\$	\$

A	31 & 32	Laminated Safety Plate Glass - Clear	7/32"	\$	\$
A	33 & 34	Laminated Safety Sheet – Clear	1/8"	\$	\$
A	35 & 36	Laminated Safety Sheet – Clear	3/16"	\$	\$
A	37 & 38	Laminated Safety Sheet – Clear	3/8"	\$	\$
A	39 & 40	Laminated Safety Sheet – Clear	1/4"	\$	\$
A	41 & 42	Wire Mesh Glass-Clear	1/8"	\$	\$
A	43 & 44	Wire Mesh Glass-Clear	3/16"	\$	\$
A	45 & 46	Wire Mesh Glass-Clear	3/8"	\$	\$
A	47 & 48	Wire Mesh Glass-Clear	1/4"	\$	\$
A	49 & 50	Insulated Glass Pane – Clear	1/8"	\$	\$
A	51 & 52	Insulated Glass Pane – Clear	3/16"	\$	\$
A	53 & 54	Insulated Glass Pane – Clear	3/8"	\$	\$
A	55 & 56	Insulated Glass Pane – Clear	1/4"	\$	\$
A	57 & 58	Insulated Glass Pane – Clear	3/4"	\$	\$
A	59 & 60	Insulated Glass Pane – Clear	1"	\$	\$
A	61 & 62	Mirror – Plain	1/8"	\$	\$

A	63 & 64	Mirror – Plain	3/16"	\$	\$
A	65 & 66	Mirror – Plain	1/4"	\$	\$
A	67 & 68	Mirror – Plain	3/4"	\$	\$
A	69 & 70	Mirror – Plain	1"	\$	\$
A	71 & 72	Customer Tempered Glass Panes - Clear	1/8"	\$	\$
A	73 & 74	Customer Tempered Glass Panes - Clear	3/16"	\$	\$
A	75 & 76	Customer Tempered Glass Panes - Clear	3/8"	\$	\$
A	77 & 78	Customer Tempered Glass Panes - Clear	1/4"	\$	\$
A	79 & 80	Customer Tempered Glass Panes - Clear	3/4"	\$	\$
A	81 & 82	Float Glass – Clear	1/8"	\$	\$
A	83 & 84	Float Glass – Clear	3/16"	\$	\$
A	85 & 86	Float Glass – Clear	3/8"	\$	\$
A	87 & 88	Float Glass – Clear	1/4"	\$	\$
A	89 & 90	Float Glass – Clear	3/4"	\$	\$

		<b><u>Hourly rate for normal hours of work for glass repair/installation:**</u></b>	
		<b>One Story</b>	<b>Two/+ Stories</b>
91 & 92	Journeyman	\$	\$
93 & 94	Apprentice	\$	\$
		<b><u>Hourly rate for work beyond normal hours work for glass repair/installation: **</u></b>	
95 & 96	Journeyman	\$	\$
97 & 98	Apprentice	\$	\$

**\*\*Note:** Normal Hours of work: 7.00 AM to 5.00 PM, Monday through Friday excluding Fulton County holidays

Beyond normal hours of work: 5 PM to 7 AM Monday through Friday, Weekends and Fulton County holidays

**Group B: Acrylic and Lexan**

Group	Item #	Description	Sizes	Price	
				Delivered	Pick-Up
B	99 & 100	Acrylic Plastic Sheets - Plexiglas	1/32"	\$	\$
B	101 & 102	Acrylic Plastic Sheets - Plexiglas	1/16"	\$	\$
B	103 & 104	Acrylic Plastic Sheets - Plexiglas	1/8"	\$	\$
B	105 & 106	Acrylic Plastic Sheets - Plexiglas	3/16"	\$	\$
B	107 & 108	Acrylic Plastic Sheets - Plexiglas	3/8"	\$	\$
B	109 & 110	Acrylic Plastic Sheets - Plexiglas	1/4"	\$	\$
B	111 & 112	Acrylic Plastic Sheets - Plexiglas	2@	\$	\$
B	113 & 114	Acrylic Plastic Sheets - Plexiglas	3/4"	\$	\$
B	115 & 116	Acrylic Plastic Sheets - Plexiglas	1"	\$	\$
B	117 & 118	Polycarbonate Lexan Plastic Sheets , General Electric or Equal , Clear	1/8"	\$	\$

B	119 & 120	Polycarbonate Lexan Plastic Sheets , General Electric or Equal , Clear	3/16"	\$	\$
B	121 & 122	Polycarbonate Lexan Plastic Sheets , General Electric or Equal , Clear	3/8"	\$	\$
B	123 & 124	Polycarbonate Lexan Plastic Sheets , General Electric or Equal , Clear	1/4"	\$	\$
B	125 & 126	Polycarbonate Lexan Plastic Sheets , General Electric or Equal , Clear	2"	\$	\$
B	127 & 128	Polycarbonate Lexan Plastic Sheets , General Electric or Equal , Clear	3/4"	\$	\$
B	129 & 130	Polycarbonate Lexan Plastic Sheets, GE or equal, Black or Red	1"	\$	\$
B	131 & 132	Polycarbonate Lexan Plastic Sheets, GE or equal, Black or Red	1/8"	\$	\$
B	133 & 134	Polycarbonate Lexan Plastic Sheets, GE or equal, Black or Red	3/16"	\$	\$
B	135 & 136	Polycarbonate Lexan Plastic Sheets, GE or equal, Black or Red	3/8@	\$	\$
B	137 & 138	Polycarbonate Lexan Plastic Sheets, GE or equal, Black or Red	1/4"	\$	\$
B	139 & 140	Polycarbonate Lexan Plastic Sheets, GE or equal, Black or Red	2"	\$	\$
B	141 & 142	Polycarbonate Lexan Plastic Sheets, GE or equal, Black or Red	3/4"	\$	\$
B	143 & 144	Polycarbonate Lexan Plastic Sheets, GE or equal, Black or Red	1"	\$	\$

**Group C: Lexiguard**

Group	Item #	Description	Sizes	Prices	
				Delivered	Pickup
C	145 & 146	Bullet Proof	1/8"	\$	\$
C	147 & 148	Bullet Proof	3/16"	\$	\$
C	149 & 150	Bullet Proof	3/8"	\$	\$
C	151 & 152	Bullet Proof	1/4"	\$	\$
C	153 & 154	Bullet Proof	1"	\$	\$
C	155 & 156	Bullet Proof	1 1/4"	\$	\$

<b><u>Hourly rate for normal hours of work for plexi-glass/bullet proof repair/installation:**</u></b>			
		<b>One Story</b>	<b>Two/+ Stories</b>
157 & 158	Journeyman	\$	\$
159 & 160	Apprentice	\$	\$
<b><u>Hourly rate for work beyond normal hours work for plexi-glass/bullet proof repair/installation: **</u></b>			
161 & 162	Journeyman	\$	\$
163 & 164	Apprentice	\$	\$

**\*\*Note:** Normal Hours of work: 7.00 AM to 5.00 PM, Monday through Friday excluding Fulton County holidays

Beyond normal hours of work: 5 PM to 7 AM Monday through Friday, Weekends and Fulton County holidays

**5. REQUIRMENTS AND INSTRUCTIONS**

**5.1 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 will be from 8:00 A.M. through 5:00 P.M. Monday through Friday excluding Fulton County holidays. All work performed outside of normal work hours (including weekends and holidays) will be paid at quoted rates subject to a maximum of 1.5 times the rate of the basic quote. Holiday rates will only apply to holidays observed by Fulton County. The successful quoter is required to respond to all service 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.

**5.2 Required Submittals**

The Quoter must submit documentation certifying that they have a minimum of three (3) years experience in replacement and / or repair of glass. The quoter must submit a list of at least two (2) of his employees who are certified technicians with at least five (5) years experience on such repair work.

A. \_\_\_\_\_

B. \_\_\_\_\_

**5.3 Technical Point of Contract**

For any additional information please contact our Purchasing Department at 404-730-5800.

**5.4 Inventory**

Is full inventory of Glass and Glass Repair Services available within a fifty (50) miles radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303?

Yes  No

Address of location of product and/services:

\_\_\_\_\_  
\_\_\_\_\_

Vendor understands that having inventory stocked within fifty (50) miles radius of Fulton County Government Center at 141 Pryor Street, Atlanta GA 30303 will be a factor considered for evaluating the bid.

**5.5 Delivery**

Requirements will be as required by the individual department managers. The quoter is required to respond to requests for delivery of goods in accordance with the following criteria:

- A. Emergency Requests: Delivery within eight (8) hours.
- B. High Priority: Delivery within seventy-two (72) hours.
- C. Routine Requests: Delivery within five (5) days.

**5.6 Response Requirements for service calls**

- A. Emergency Requests: Response within two (2) hours.
- B. High Priority: Response within eight (8) hours.
- C. Routine Requests: Response within seventy-two (72) hours.

Failure to adhere to this delivery schedule can be grounds for termination of the contract.

**5.7 Award**

Award(s) will be made to the lowest, most responsive and responsible quoter. Fulton County reserves the right to award the contract to more than one vendor if it is in the best interest of the County. Fulton County may procure all or some items from the list of items included for quote. Any award made as result of this quote will be valid from the date of issue through 12 consecutive months.

**5.8 Evaluation**

To determine the lowest, most responsive bid Fulton County will consider the following information in the quotes:

- Price quoted for the material listed in 4. Pricing Sheets. For comparison of prices, Fulton County will consider items 1 to 45, and items 48 to 76 as one group and the price quoted for the group as a whole will be compared.

Note: Quoting lowest price on one or more item in the list will not be a sufficient reason for receiving a contract for that item

- Labor charges quoted against Items 46, 47, 77 and 78 in the Pricing Sheets

To determine the most responsible bidder Fulton County will consider the following information which the bidders must include with their quote.

- Bidder has submitted proof of insurance as required in Section 6
- Location of bidders facility, as indicated in Section 5.4
- Bidders ability to meet delivery requirements as required in Section 5.5

**5.9 Invoices**

Invoices submitted against the contract must include the purchase order number, items number (s) and item description (s), list prices, applicable discounts, and net prices. The quoter may be required at times to furnish items not designated in this quote. The invoice must clearly indicate that these items were not included in the original quote. Under this circumstance the quoter must indicate on the invoice the applicable price list (s) for the item(s). If this

price list (s) was not previously supplied, the quoter will include it with the submission of the invoice. Failure to submit this information will result in the invoice being rejected for payment.

- Invoices relating to repair services carried out shall clearly indicate the name and/ or asset number of the building where repairs are done. Invoices shall not reflect work done on more than one building. All such invoices shall be forwarded only to the authorized person requesting the service.
- Invoices will be returned unpaid to the contractor when one of the following conditions exists:
  - A. Invoices do not contain all the required information.
  - B. List price on the invoice does not correspond to the latest price.
- Send invoices to the following address only (depending on who called for the services) to speed up the payment procedure.

Central Zone: General Services Department  
160 Pryor St. Suite B-4  
Atlanta, GA. 30303  
(404) 730-5965                      Fax: (404)730-5962

North Zone: General Services Department  
3929 Aviation Circle Building B  
Atlanta, GA 30336  
Phone: (404)699-4230              Fax: (404) 505-5752

South Zone: General Services Department  
5590 Stonewall Tell Road  
College Park, GA 30349  
Phone: (770) 306-3230              Fax: (770) 306-3247

#### 5.10 Requirement Listing

The pricing list is a representative sample of products which Fulton County may require. Fulton County does not guarantee that all items from the list will be procured, nor does it guarantee of any minimum quantities. This list will be used for comparison of quotes for deciding the contract, and for procurement when the contract is finalized.

## 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 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. The Certificate of Insurance shall state that the policy or policies shall not expire, be cancelled or altered without a least sixty (60) days prior written notice to Fulton County Government All Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except Workers<sup>1</sup> 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.

Accordingly the Respondent shall provide a certificate evidencing the following:

### 1. Workers Compensation/Employer's Liability Insurance

Employer's Liability Insurance By Accident — Each Accident	\$1,000,000
Employer's Liability Insurance By Disease — Policy Limit	\$1,000,000
Employer's Liability Insurance 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
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. Umbrella Liability**

(In excess of above noted coverage's) Each Occurrence                      \$5,000,000

**5. Fidelity Bond and Crime**

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**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 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, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.**

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## 7. 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.