



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Jerome Noble, Director



REQUEST FOR QUOTE NUMBER: 09CR65626YC

WILL BE RECEIVED UNTIL 2:00 P.M. JANUARY 23, 2009

DESCRIPTION: ELECTRICAL SUPPLIES AND RELATED ITEMS (GENERAL SERVICES)

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.fultonvendorselfservice.co.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.

Table with 3 columns: CONTACT NAME (CYNTHIA RICHARDSON), E-Mail Address (cynthia.richardson@fultoncounty.ga.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.

Multiple empty rectangular boxes for providing additional information or questions.

*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 www.fultonvendorelfselfservice.co.fulton.ga.us. 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: 09CR65626YC

Opening Date: January 23, 2009

ELECTRICAL SUPPLIES GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Electrical Supplies and related items for the General Services Department on an as if, when requested basis for a twelve (12) month period beginning date of award.

2. CONTACT PERSON

Please contact Cynthia Richardson 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

Normal requirements of supplies against this quote are divided into five (5) groups. This grouping is done for administrative purposes only and the bidder is not restricted from bidding for any/all group(s).

Bidders must address all items. Do not leave blanks. Bidder should state 'No Charge' or 'No Bid' where applicable. Blank spaces are considered no offer.

- Group A- Wiring Devices
- Group B- Distribution Equipment
- Group C- Fuses
- Group D- Cables and Wires
- Group E- Conduits and Fittings

The items listed on the Pricing Sheet are only a representative sample of the products that the department may purchase from the vendor, and will be used for price comparison between vendors. Fulton County does not undertake to procure all items from the list nor does Fulton County guarantee to procure a specific quantity of any item on the list. The

vendor, however, shall be prepared to supply any and/or all items from the Pricing Sheet. Fulton County reserves the right to delete any item (s) from the award.

The Pricing Sheet, in most cases, indicates the manufacturer/brand preferred. Fulton County reserves the right not to accept any offer for items not manufactured by preferred manufacturers.

All materials and supplies requested by Fulton County must be of the highest quality and must conform to the appropriate UL Standard.

4. PRICING SHEET

All wiring devices under Group A are commercial grade only.

Item #	Description	Brand/ Manufacturer	Estimated Usage	PRICE EACH
1	Group A, Wiring Devices Duplex, 3-wire, 20Amp, Receptacle, NEMA 5, 120 Volt back and side wired grounding	Arrow Hart/ Leviton	100	
2	Group A, Wiring Devices Receptacle, single, 20 Amps, 3 wire, 250 Volts	Arrow Hart/ Leviton	12	
3	Group A, Wiring Devices GFCI Duplex Receptacle with cover, 20 Amps, 120 Volts	Arrow Hart/ Leviton	24	
4	Group A, Wiring Devices Single pole back and side wired grounding 20 Amps switch, 120-277 Volts	Arrow Hart/ Leviton	100	
5	Group A, Wiring Devices Switch, Double pole, 20 Amps, 120/277 volts, back and side wired.	Arrow Hart/ Leviton	100	
6	Group A, Wiring Devices Switch 3- way, 120/277 Volts, back and side wired.	Arrow Hart/ Leviton	24	
7	Group A, Wiring Devices Plug, straight blade, 15 Amps, 125 volts, 2 pole, 3 wire.	Arrow Hart/ Leviton	12	
8	Group A, Wiring Devices Time clock, 24 Hr, 7 days, 40 Amps, SPST, 120/208-277 volts	INTERMATIC	6	
9	Group A, Wiring Devices Time clock, 24 Hr, 7 days, 40 Amps, DPDT, 120/208-277 volts	INTERMATIC	6	
10	Group B, Distribution Equipment Disconnect 60 amp 3 pole 240 volt Out door	Square D	6	
11	Group B, Distribution Equipment Circuit Breaker Single Pole 20 amp plug in QO120 - 120/240V	Square D	20	
12	Group B, Distribution Equipment Circuit Breaker Double Pole 20 amp plug in QO220 - 120/240V	Square D	20	

13	Group B, Distribution Equipment Circuit Breaker Single Pole 20 amp volt in QOB120 - 120/240V	Square D	20	
14	Group B, Distribution Equipment Circuit Breaker Double Pole 20 amp bolt in QOB220 - 120/240V	Square D	20	
15	Group B, Distribution Equipment Circuit Breaker 20 amp Ground Fault Circuit Interrupter QOB120GFI	Square D	6	
16	Group C, Fuses Dual Element, time delay fuses, 250 Volts, FRN-R 200 kA rms., sym, 50 Amps	Fusetron Gould-Shawmut Bussman	20	
17	Group C, Fuses Dual Element, time delay fuses, 600 Volts, FRS-R 200 kA rms., sym, 50 Amps	Fusetron Gould-Shawmut Bussman	10	
18	Group C, Fuses Dual Element, time delay fuses, 250 Volts, FRN-R 200 kA rms., sym, 20 Amps	Fusetron Gould-Shawmut Bussman	50	
19	Group C, Fuses Dual Element, time delay fuses, 250 Volts, FRN-R 200 kA rms., sym, 30 Amps	Fusetron Gould-Shawmut Bussman	30	
20	Group C, Fuses Dual Element, time delay fuses 250 Volts, FRN-R 200 kA rms., sym, 15 Amps	Fusetron Gould-Shawmut Bussman	20	
21	Group D, Cables & Wires Single conductor, solid, 600 volts, general purpose wire, THHN, 90 deg. C for dry locations, 12 AWG, various colors	Please indicate brand quoted	8,000'	
22	Group D, Cables & Wires Single conductor, stranded, 600 volts, general purpose wire, THWN, 75 deg. C for dry locations, 12 AWG, various colors	Please indicate brand quoted	7,000'	
23	Group D, Cables & Wires THHN Solid wire, 10 AWG in various colors	Please indicate brand quoted	2,000'	
24	Group D, Cables & Wires THHN Stranded wire, 10 AWG in various colors	Please indicate brand quoted	2,000'	
25	Group E, Conduits & Fittings ½" Electric Metallic Tubing in 100 ft Bundles	Please indicate brand quoted	1,500'	
26	Group E, Conduits & Fittings ¾" Electric Metallic Tubing in 100 ft Bundles	Please indicate brand quoted	700'	
27	Group E, Conduits & Fittings 2" Electric Metallic Tubing in 10 ft Bundles	Please indicate brand quoted	200'	
28	Group E, Conduits & Fittings ½" Rigid Steel conduit 100 feet bundles	Please indicate brand quoted	200'	
29	Group E, Conduits & Fittings ½" Set Screw Connector EMT	Please indicate brand quoted	300	
30	Group E, Conduits & Fittings ½" Set Screw Coupling EMT	Please indicate brand quoted	200	

5. SPECIAL CONDITIONS/INSTRUCTIONS

The successful bidder(s) is required to supply three (3) complete sets of manufacturer's product catalogs and price lists, including any discounts applicable to Fulton County within ten (10) days after award.

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

Bidder(s) agrees to submit, upon request, relevant product data sheets to prove compliance with specifications to include key performance, materials, engineering and safety features. Descriptive literature, container (case, jug, can, etc.) and capacities will also be submitted upon request. Literature will be properly marked with vendor's name and item number(s) as specified.

Vendor Qualifications

To be qualified for consideration, a vendor must be a manufacturer, manufacturer's representative or a dealer in one or more group of items in Section 4, Pricing Sheets.

Evaluation

To determine the lowest, most responsive bidder(s), Fulton County will consider the following criteria.

- A. Lowest price quoted for items in all groups, A, B, C, D and E combined.
- B. The vendor complies with the brand requirements shown in Section 4, Pricing Sheets.
- C. Ability of the vendor to meet the delivery requirements, as required in Section 5, Special Conditions/Instructions; Delivery.
- D. Any other criteria which will materially affect the critical need of receiving products as/when needed.

Award

Award(s) will be made to the lowest, most responsive and responsible bidder(s). Fulton County reserves the right to award contract to more than one vendor. Contract term will begin from date of award and continue for 12 consecutive months.

Delivery

Price quotes will include FOB destination (all transportation charges) to the General Services Department, Material Management, 3929 Aviation Circle, Building C, Atlanta, Georgia 30336. Delivery requirements will be as required by the Material Manager. The bidder is required to respond to a request in accordance with the following criteria:

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

Invoicing

Invoices shall be forwarded to the following address:

General Services Department
Material Management
3929 Aviation Circle, Building C
Atlanta, GA 30336