



Department of Purchasing

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 15FB97105C

PROJECT TITLE: Audio/Video System and Electronics Parts, Supply &
On Call Maintenance

Department: Public Works and General Services Department

DUE DATE: April 3, 2015

WILL BE RECEIVED UNTIL: 2:00 P.M.

LAST DAY FOR QUESTIONS: March 31, 2015

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERSON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER APRIL 3, 2015 AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendoreselfservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. 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.

EFFECTIVE JULY 1, 2013, STATE LAW REQUIRES THAT ALL CONTRACTS FOR THE PHYSICAL PERFORMANCE OF SERVICES FOR ALL LABOR OR SERVICE CONTRACT(S) THAT EXCEED \$2,499.99 (EXCEPT FOR SERVICES PERFORMED BY AN INDIVIDUAL WHO IS LICENSED PURSUANT TO TITLE 26, TITLE 43, OR THE STATE BAR OF GEORGIA) MUST COMPLY WITH THE ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT. THE COUNTY CANNOT ENTER INTO A CONTRACT FOR THE PHYSICAL PERFORMANCE OF SERVICES THAT EXCEEDS \$2,499.99, UNLESS THE CONTRACTOR HAS REGISTERED WITH, IS AUTHORIZED TO USE AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM COMMONLY KNOWN AS E-VERIFY. BEFORE A BID FOR ANY SUCH SERVICES IS CONSIDERED BY THE COUNTY, THE BID SHALL INCLUDE A SIGNED, NOTARIZED AFFIDAVIT FORM THE CONTRACTOR ATTESTING THE AFFIANT HAS REGISTERED WITH, IS AUTHORIZED TO USE, AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM.

CONTACT NAME:
FELICIA BROOKS

E-MAIL ADDRESS:
Felicia.Brooks@fultoncountyga.gov

FAX NUMBER:
404-893-1876

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.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-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 e-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 E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bidding.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendoreselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
4. **STATE OF GEORGIA IMMIGRATION REQUIREMENT.** Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The County cannot enter into a contract for the physical performance of services unless the contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify.

Before a bid for any such services is considered by the County, the bid shall include a signed, notarized affidavit from the contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.
5. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
6. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
7. **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.
8. **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.
9. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
15. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.

23. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.
24. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have 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 E-QUOTE SPECIFICATIONS

Audio/Video System and Electronics Parts, Supply & On Call Maintenance

Public Works and General Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing is soliciting e-quotes from qualified bidders to provide Audio/Video System and Electronics Parts, Supply & On Call Maintenance for the Public works and General Services Department.

2. CONTACT PERSON

Please contact Felicia Brooks, Procurement Officer by e-mail felicia.brooks@fultoncountyga.gov or Fax (404) 893-1876 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

This is a 12 month contract.

4. PRODUCT/SERVICE SPECIFICATIONS

Fulton County is requesting quotes from qualified vendors to furnish all parts, supplies, labor, equipment, and transportation to diagnose problems with and provide on-site repair for Audio/Video Systems installed in Fulton County facilities including, but not restricted to, the following locations listed at the end of this document. Work shall include, but is not limited to, the following: performing preventive maintenance and testing tasks for all system components, installing replacement components, installing additional components to remedy performance defects in existing systems, and providing repair parts for use by Fulton County technicians.

Vendor will provide estimates for repairs and must receive approval only from the Contract Administrator or his designated representative prior to beginning repairs. Vendor will not be reimbursed for any items repaired without proper prior approval. During preparation of estimates, vendor will notify Contract Administrator or his designated representative of specific items that cannot be properly repaired. Failure to provide this information in advance will not exempt vendor from properly repairing the item and will not be the basis for additional charges.

5. PRICING SHEETS

Number	Description	Qty	Unit Price	Total Price
	Fire	QTY		
1	Pull Station Firelite BG-12	25		
2	Smoke Detector 2 wires System sensor 2WB	25		
3	Smoke Detector 4 wires System sensor 4WB	25		
4	Heat detector System sensor 5602	15		
5	Strobe/Horn 2 wires Honeywell P2R	15		
	Security			
7	Door contact Amseco AMS- 38BW	20		
8	Door Contact SR-1078CBR 3/4" REC STL DR LEAD 3/8" BRN	20		
9	Motion detector Honey well IS2560	30		
10	Motion Detector CK-IS2560 60'X85' WIDE PIR W/PET IMMUNE	6		
11	Door Alarm BP-6	8		
12	Exit door alarm PG21 MS 3736314 DR with Cylinder key 20001626	15		
13	Hold up panic switch Honey well 269R	5		
14	Power supply AX-SMP5	5		
15	Transformer ELK TRG 1640 120vac in/16.5 vac out	10		
16	Conduit Surface mount stick on LD3WH8-A	2 Boxes		
17	Cable Genesis 50025508 RG6/U 95% BC CCTV 5CBX BLK	4		
18	BNC connector QUEST CBN 1114 Twist on BNC male for RG6 pvc	25		
19	Camera HD262 620T 2.8-12MM IN IR DOM 12V	2		
20	Camera HKS544D271 * KIT:HCC10/HLD27V13DNL/HBC5WT	4		
21	Camera Phillips LTC 3364/31 3.5 - 8mm 1:1.4 CS 24vac	2		
22	Speco HT7246iHR Dome camera 12VDC/24VAC	15		
23	Dome camera Honeywell HD 262 12VDC/24VAC	5		
	Monitor Speco 19" LCD flat panel monitor	2		
	PA Equipment			
25	Shure PGXD14/85 Digital Wireless System with WL185 Lavalier Mic	4		
26	Shure PGXD24/Beta58A Digital Wireless System with Beta 58A Mic	4		

27	Mogami Silver Series XLR Microphone Cable (3 Foot)	10		
28	Guffer tape	10		
29	Beacon deluxe BEA 7500MU2 with 2 wireless	2		
30	DVR 8 channels	1		
31	Plug in transformer/power supply 120vac input and 12vdc output 3to 5 amp	1		
32	GE 1899 Hungary bulb	4		
	Electronics parts			
33	AGC 1, 1.5, 2, 3 amps 1 1/4" long	15 each		
34	Color coded resistor 1/4 watt 15 kh, 4.7 kh, 3.3 kh	15 each		
35	Heat shrinks multiples sides	2 packages		
36	Dust spray can	15		
37	Freeze spray can	10		
38	Fake smoke spray can	10		
39	Tie wrap 3"	2 packages		
40	GE RTV 108 clear	8		
41	Electric tape	10		
42	Electric extension cord 25 FT	4		
43	Power surge suppressor extension outlet 4ft	6		
44	Electro wash spray can	10		
45	Hourly labor rate for normal operating hours. Normal operating hours for Fulton County are 7:00 a.m. - 5:00 p.m. Monday through Friday. Indicate when the chargeable man-hours begin, time of dispatch or time of arrival at location.			
46	Hourly labor rate for outside normal hours, including weekends and Fulton County holidays. Normal operating hours for Fulton County are 7:00 a.m. - 5:00 p.m. Monday through Friday. Indicate when the chargeable man-hours begin, time of dispatch or time of arrival at location.			
47	Truck charges per trip (if applicable) ** Trip charges will be accepted for only one trip per day for the same location, irrespective of the number of actual trips that the vendor is required to make.			

**** Indicate when the chargeable man-hours begin: At time of dispatch or time of arrival at location:**

6. SPECIAL CONDITIONS/INSTRUCTIONS

Item Pricing

Pricing shall be provided for each item listed. The items listed are only a representative sample of the products that the Department may purchase from the vendor, and will be used for price comparisons between vendors. The vendor must list manufacturer's model designations, unit prices, and applicable discounts.

Prices quoted will include all transportation charges fully prepaid to the Fulton County Facilities and Transportation Services Department, 3929 Aviation Circle, Building A, Atlanta, Georgia; The Fulton County Government Center, (Loading Dock) 141 Pryor Street, Atlanta, Georgia; Fulton County Courthouse, 136 Pryor Street, Atlanta, Georgia; Carnes Justice Center Building, 160 Pryor Street, Atlanta, Georgia; and the Fulton County Justice Center, 185 Central Avenue, Atlanta, Georgia.

Facility Locations

This list is for planning purposes only. Fulton County reserves the right to request services in other facilities during the term of this contract.

1. Fulton County Government Center Complex, 141 Pryor Street, SW
2. Fulton County Justice Complex, 160 Pryor Street, SW
3. Juvenile Court Building, 395 Pryor Street, SW
4. Central Library, 1 Margaret Mitchell Square, NW
5. Auburn Avenue Library, 101 Auburn Avenue, SW
6. North Fulton Service Center, 7741 Roswell Road, Sandy Springs
7. South Fulton Service Center, 5600 Stonewall Tell Road, College Park
8. Benson Senior Center, 6500 Vernon Woods Drive, Atlanta
9. Bowden Senior Center, 2885 Church Street, East Point
10. Darnell Senior Center, 677 Fairburn Road, NW, Atlanta
11. Mills Senior Center, 515 John Wesley Dobbs Avenue, Atlanta

WORKING HOURS

All testing and maintenance may be accomplished during normal business hours. 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 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.

DELIVERY

Delivery requirements will be as determined by the Contract Administrator. However, the successful vendor(s) should be prepared to respond 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 Vendors must respond to requests in accordance with the following criteria:

- A. Emergency requests: Parts and/or repair services must be provided within eight (8) hours to mitigate emergency situation.
- B. Urgent requests: Parts and/or repair services must be provided within seventy-two (72) hours.
- C. Routine requests: Parts and/or repair services must be provided within five (5) days.

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

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 of services for which the vendor submitting a quote.

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, economically provide the services specified in this document.

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 sites. 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 this contract, and before beginning service in any County facilities, 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.

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.

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 the 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 it's population. Removal of any employee of Vendor for cause does not relieve Vendor from responsibility for total performance of contracted tasks.

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.

Title	Telephone #
Building Mechanic Manager	(404) 612-6586
Electronics Section Supervisor-(Contract Administrator)	(404) 612-4220
Electronics Tech. Lead	(404) 612-4220

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 amplifier = \$2,000.00

Maximum repair allowance on amplifier = \$1,500.00

Repair of amplifier = \$1,700.00

Action: Recommend replacement of old amplifier instead of repair.

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

The successful vendor is required to submit a service report on maintenance and repair service calls within seven (7) days of completing the service. Invoices will not be paid until service report is received. Failure to submit these reports may be grounds for contract termination.

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

QUOTE EVALUATION

Fulton County will consider the following criteria, where applicable, in determining the successful vendor for contract award.

- A. Item pricing, including pricing for testing and maintenance services, parts pricing, parts discount, labor rates, and warranty period, if applicable.
- B. Vendor's references, including services previously provided to Fulton County.
- C. Compliance with all other terms and conditions required in this specification.

INVENTORY

Location of Vendor's Facility: _____

INSPECTIONS AND ACCEPTANCE

All work (which term includes but is not restricted to materials and 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 measures 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 objected workmanship, Fulton County may, by contract or otherwise, 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.

FINAL ACCEPTANCE

The Contract Administrator or his designated representative will make a determination that the work of the Vendor is complete and acceptable in accordance with the provisions of the contract documents.

In the event that the final inspection reveals deficiencies in meeting the contract requirements, the Vendor shall complete all remaining items of work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the Vendor that the work is complete and ready for re-inspection, the Contract Administrator or his designated representative will make a final inspection.

The Vendor 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 Vendor's liability for the physical properties of the project.

INVOICING

Invoices submitted against the contract must include, as a minimum, the following information: the Fulton County Purchase Order #, name of facility inspected or serviced, date of inspection or service, and cost of inspection or service. As noted previously, invoices will not be processed for payment until appropriate Service or Inspection Reports have been received. Original invoices should be mailed or delivered to:

Fulton County Facilities and Transportation Services Department
3929 Aviation Circle, Bldg. A (Electronics)
Attention: Ciro Duenas
Atlanta, GA 30336

Invoices will be returned unpaid to the successful vendor when one of the following conditions exists:

- A. Invoices containing charges for items not referenced on the original quote schedule (i.e. trip charges, restocking fees, handling fees, mileage, taxes, etc.).
- B. Invoices do not contain all the required information (i.e., Purchase Order number, facility name, and date of inspection or service, etc.).
- C. The pricing on the invoice does not correspond to the quote price.
- D. Service Reports have not been received for services billed on the invoice.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

Audio/Video System Parts, Electronics and On-Call Services

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).
- A combination of a specific policy 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	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits (Symbol 1) (Property Damage and Bodily Injury)	Any One Accident	-	\$1,000,000
---	------------------	---	-------------

4. UMBRELLA LIABILITY Each Occurrence - \$1,000,000
(In excess of Auto, General Liability and Employers Liability)

Certificates

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation) using the Additional Insured Endorsement, ISO form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The insurance for the Contractor/Vendor shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County. .

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), 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 and notices shall be sent to:

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

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor 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/Vendor 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/Vendor 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/Vendor 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.

THE RESPONDENT 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: _____

STATE OF GEORGIA**COUNTY OF FULTON****FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program²,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

1O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

2*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

COUNTY OF FULTON

FORM 2: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

4*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].