



FULTON COUNTY PURCHASING DEPARTMENT

Effective September 1, 2008, the Department of Purchasing and Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system. You must be a registered vendor in order to respond to quotes. We look forward to doing business with your firm.

REQUEST FOR QUOTE NUMBER: 08DM62873YC

WILL BE RECEIVED UNTIL July 30, 2008 @ 2:00 p.m.

DESCRIPTION: Fire Alarm System Testing and Maintenance (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

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.fultonvendorselfservice.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, 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, 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: 08DM62873YC
Opening Date: July 30, 2008 @ 2:00p.m.

FIRE ALARM SYSTEM TESTING AND MAINTENANCE
GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Fire Alarm System Testing and Maintenance to the General Services Department on an as needed basis for a 12-month consecutive period.

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. SERVICE / PRODUCT SPECIFICATIONS

SCOPE OF WORK

3.1 Work shall include, but is not limited to the following:

(A) Perform one annual preventive maintenance and testing tasks for all system components as required in NFPA 72.

(B) A written report for each facility on results of all test and maintenance.

3.2 Any defect observed during the inspection must be rectified by the successful vendor. The cost of such repairs will be paid in addition to the quoted prices for annual maintenance and testing. Invoicing for these services will be based on the prices quoted for labor and parts with any discounts or mark ups as applicable.

3.3 System Impairment

3.3.1 The successful bidder shall notify the appropriate County representative identified in this specification and the Fire Department providing coverage for the building, whenever any portion of a Fire Alarm System is taken out of service.

3.3.2 Any testing or maintenance that impairs the system capabilities and/or sets off alarm shall be carried out only after normal working hours. However, the timing of repair, if any, will be determined by the seriousness of the situation.

3.3.3 Working Hours

For the purpose of this contract the normal working hours will be 7 A.M. through 5 P.M. Monday through Friday, excluding Fulton County observed Holidays. The successful bidder is required to respond to all emergency calls within two (2) hours of notification of calls.

3.3.4 All of the annual maintenance and testing shall be carried out after normal business hours. The price quoted must be based on working completely after-hours.

3.3.5 The successful vendor must employ sufficient number of personnel with communication equipment like walkie-talkies for completing the tests. At least one qualified person must be employed to monitor the Central alarm stations while other technician/s carries out maintenance/testing of field units. Fulton County will not supply any of its personnel for assisting the testing and /or maintenance.

3.3.6 The successful bidder and the appropriate County Representative shall conduct a walk-through of the system after maintenance and repairs are complete to demonstrate that the system is fully functional

Services Frequency

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

Testing and Maintenance:

The following testing and maintenance tasks will be performed annually.

All Control Panels: Clean exterior and interior of panels.

Perform LED lamp tests, blow out dust and check back-up batteries. Batteries will be replaced as required at parts price specified in Section 19 (E.) or adjusted at supplies price and at quoted discount and labor rate.

Smoke and Heat Detectors: Clean all smoke and heat detectors per manufacturer's specification clean surface with approved cleaner.

Test operation of all smoke detectors in accordance with manufacturer's specifications. (Smoke or Magnetic test)

Smoke and heat detectors will be replaced if required at quoted parts price and labor rate.

Smoke detectors shall be tested for sensitivity as specified in NFPA 72(2007)

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

Duct Smoke Detector: Clean per manufacturer specifications. Test operation of all duct smoke detector. Defective duct smoke detectors will be replaced at quoted parts price and labor rates.

Pull stations: Test operation of all pull stations in accordance with manufacturer's recommendation. Defective pull stations will be replaced at quoted parts price and labor price

Fireman Phone Jacks: Verify operation of all phone jacks. Reattach loose wires hardware as required within the junction boxes.

Fireman Override Panel: Test all function of fireman's override panel. Troubleshoot and repair any malfunctions at labor and parts pricing quoted.

Sequence of Testing and Maintenance:

All testing and maintenance required in a single building complex will be performed before initiating work in a subsequent building.

All maintenance on smoke and heat detectors will be accomplished before initiating testing of systems. The County will inspect a minimum of 5% of smoke detectors for quality control of performed maintenance.

All testing of smoke and heat detectors, duct smoke detectors, horns and strobes, fireman's phone jacks, etc. will be accomplished with the contactors initiating the test at the device and County technician monitoring trouble and alarm indications at control panels. Communication will be accomplished using County provided two- way radios.

Cleaning and testing of duct smoke detectors will be coordinated to minimize labor in gaining access to devices. However, the successful vendor shall provide enough persons to accomplish thorough testing.

After completion of all individual zones the system will be allowed to go into full building alarm, wait for five minutes after the alarm is activated. Provide a report based on the "Full Alarm" tests giving details of observations and shortcoming.

The contractor will co-ordinate with Central Zone Maintenance Manager before placing the system on general alarm.

At this time the operation of all interlocks associated with each smoke detector will be verified and recorded.

Verify and record the operation of the fireman override panel.

Verify and record Elevators capture on activation of specific smoke/heat detector.

Provide an estimate for rectification of defects observed, if any, during the General Alarm conditions.

After each phase of testing, the testing team will ensure that the system is returned to normal operation.

4. CONDITIONS and INSTRUCTIONS

Experience and Qualifications

The vendors must provide copies of certifications for service personnel who will work on this contract to demonstrate that they are qualified to perform maintenance on Fire Alarm Systems.

See NFPA 72 (2007), Section 7-1.2.2 for required certifications.

4.1 Vendor must be knowledgeable and must have experience in testing, servicing and repair of following types of Fire Alarm Control Systems

- (a) Johnson Controls ‘Metasys’ and IFC 2020 systems
- (b) Simplex controls
- (c) Edwards controls

4.2 If the successful vendor does not have the capability for testing, maintaining or repair of any of the systems involved the vendor must facilitate such work by sub-contracting the work. Such sub-contracting will be the responsibility of the successful vendor.

Maximum Repair Allowance

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

Example	New Fire Control Panel	=	2,000.00
	Maximum Repair allowance on Fire Panel	=	1,500.00
	Cost of repair of Fire Panel	=	1,700.00

Action: Recommend replacement of old Fire Control Panel instead of repair.

Parts Pricing

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

Approval must be obtained from designated representative prior to purchasing parts. The following documents must be provided when submitting invoice for payment:

- (a) An invoice indicating the pricing the price paid for the part to the supplier and/or manufacturer.
- (b) If any freight was associated with the shipment of the parts, a paid freight invoice must be submitted.

The successful bidder’s reimbursement for parts priced at \$500 or less specifically listed in these bid specifications will be computed utilizing the following formula:

$$(\text{Bidder's cost for part}) \times (1 + \text{Bidder's Markup Percentage}) + \text{Cost of Freight}$$

Example: Bidder's cost for Parts = 20.00
 Bidder's Markup on Parts = 10%
 Bidder's Freight Cost = 5.00

Reimbursement = $(\$20.00 \times 1.10) + 5.00 = \27.00

All other markups on greater than \$500 will be individually approved by the designated county representative. Fulton County reserves the right to reject any and all pricing for parts and to require the successful bidder to install parts procured from other sources. If Fulton County elects to procure parts from an outside source, the successful bidder's warranty shall extend to labor only.

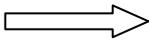
Warranty Clause

The successful bidder will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days. If the part supplied by the vendor has a manufacturer's warranty exceeding ninety (90) days, the vendor shall facilitate application of that warranty for that part. Any repair or replacement required within the warranty period will be at the expense of the successful bidder. Parts under warranty will be replaced at no additional cost to Fulton County.

Technical Reports

The successful bidder is required to submit a technical report on service calls within five (5) days of completion. A blank copy of the report is in *Attachment 1*.

Inventory: The bidder must certify below that he has a fully inventory of parts and services required, within fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The bidder understands that having the materials, supplies, and services on an "if needed, as needed, and when needed," basis will be used in selecting the successful bidder. Fulton County reserves the right to reject any bidder failing to meet this requirement.



Spare parts and services available at the following address:

Delivery:

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

- A. **Emergency Request:** Services and/ or parts must be provided within two (2) hours to mitigate the emergency situation.
- B. **High Priority Request:** Services and/or parts must be provided within twenty-four (24) hours.

C. **Routine Requests:** Services and/or parts must be provided within three (3) days.

Compensation for services against emergency, high priority, and routine requests will be made at the basic hourly rates bid.

Invoicing

A copy of the Technical Report (Attachment 1) must accompany each individual invoice submitted. All invoices must include, as a minimum, the Fulton County building Asset Number, Date of Service, Scope of service and hours logged from the service ticket.

Invoice will be returned unpaid to the vendor when any or all of the following conditions exist.

Invoice contains charges for items not referenced in original bid schedule (I.E. Trip charges, restocking fees, handling fees, mileage, taxes, etc.)

Invoice do not contain any/all the required information (I.E. Location, purchase order number and building asset number).

Invoice not accompanied by Technical report

The pricing on the invoice does not correspond to the bid price.

The successful bidder will be required to develop and co-ordinate with the Department of General Services a schedule of testing and maintenance services within ten (10) days after notification of award.

5. Insurance and 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, 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		
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-
\$500,000		

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.	ELECTRONIC DATA PROCESSING LIABILITY (Required if computer contractor) \$1,000,000	Limits	-
5.	UMBRELLA LIABILITY (In excess of above noted coverage's) \$2,000,000	Each Occurrence	-
6.	PROFESSIONAL LIABILITY \$1,000,000 (Required if respondent providing bid/quotation for professional services).	Each Occurrence	-
7.	FIDELITY BOND (Employee Dishonesty) 100,000	Each Occurrence	- \$

8. **BUILDERS RISK:** *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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 as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any

actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

6. **Price Quote**

Vendors shall fill in the following information. DO NOT LEAVE BLANKS.

A. Annual testing and maintenance for equipment listed in attachment 2.

- | | | |
|---|--|----------|
| 1 | Auburn Ave Library
101 Auburn Avenue
Atlanta, Georgia 30303 | \$ _____ |
| 2 | Central Library
1 Margaret Mitchell Square
Atlanta, Georgia 30303 | \$ _____ |
| 3 | Government Center Complex
141 Pryor Street
Atlanta, Georgia 30303 | \$ _____ |
| 4 | Justice Center Complex
185 Central Avenue
Atlanta, Georgia 30303 | \$ _____ |
| 5 | Judge Romae T Powell Juvenile Justice Center
395 Pryor Street
Atlanta, Georgia 30303 | \$ _____ |
| 6 | Medical Examiner's Office building
430 Pryor Street
Atlanta, Georgia 30303 | \$ _____ |

*** Currently we do not have a complete device listing for the Medical Examiner's Office building and Judge Romae T Powell Juvenile Justice Center.

B. Labor rate for repair work and tasks other than testing and maintenance:

- | | | |
|----|---|-------------|
| 7. | Normal working hours | \$ _____/hr |
| 8. | After regular hours, on weekends and holidays | \$ _____/hr |

Note

Overtime rates in B (6) above shall be applicable only between 5.00 PM and 7.00 AM on weekdays excluding Fulton County observed holidays, and on weekends; for any repair/upgrade activity only.

C. Parts mark-up/discount from manufacturer's list price:

- | | | | |
|----|--------------------|-----------|---------------------|
| 9. | \$ _____ % Mark-up | OR | \$ _____ % Discount |
|----|--------------------|-----------|---------------------|

Indicate discount OR mark up. Indicating both will disqualify the bid.

ITEM	DESCRIPTION	MANUFACTURER	MODEL#	PRICE
10.	SMOKE DETECTOR	SYSTEM SENSOR	2100T (A)	\$ _____
11.	PULL STATION	FCI	MS-6	\$ _____
12.	PULL STATION	FEDERAL SIGNAL	4050-00IT-201	\$ _____
13.	HORN	WHEELock	ET-1010	\$ _____
14.	STROBE/HORN	WHEELock	ET-1090	\$ _____
15.	STROBE/HORN	SYSTEM SENSOR	MAAS1215AD A	\$ _____
16.	HEAT DETECTOR	FCI	502	\$ _____
17.	SMOKE DETECTOR	FCI	PSD-7121	\$ _____
18.	DUCT DETECTOR	BRK ELECTRONICS	DH-1851DC	\$ _____
19.	STROBE/HORN	FCI	FSL/HP-24	\$ _____
20.	PULL STATION	JOHNSON CONTROLS	JBGX-10L	\$ _____
21.	INTELLIGENT SENSOR	JOHNSON CONTROLS	2551J	\$ _____
22.	INTELLIGENT SENSOR	JOHNSON CONTROLS	1551J	\$ _____
23.	DUCT DETECTOR	JOHNSON CONTROLS	DH2851	\$ _____
24.	BATTERY	POWER SONIC	PS-1270	\$ _____

General Services Department
Fire Alarm System: Inspection and Testing



Service Organization

Name _____
Address _____

Service Tech _____
License # _____
Phone # _____

Property

Building Name _____
FULCO Asset # _____
Address _____
Contact Name _____
Phone # _____

Type of Service

Annual _____ Non-recurring _____

Battery Inspection

A. Battery replaced
Yes _____ Panel # _____
No _____ Panel # _____

Battery test completed, general and specific tests (see NFPA 72, table 7.2.2)

Panels' # _____

General Services Depart
Fire Alarm System: Inspection and Testing

5. Deficiencies noted in testing

1. Panels

2. Smoke Detectors

3. Pull Stations

4. Tamper Switches

5. Horns/Strobes

6. Heat Detectors

6. Results of full system tests to include Fireman's Override panel operation

7. Additional Comments/Discrepancies

Date of tests _____ **Signature of Tech** _____

Attachment - 2**Consolidated Inventory List for the facilities****Location – 1**

Building: Fulton County Auburn Avenue Library
Control Panel: 1 - Edwards ESA2000

Device or Item	Category	Quantity
Control Panel	Control	1
Battery	Control	8
Pull Station	Initiating	20
Smoke Detector	Initiating	85
Phone Station	Control	1
Annunciator	Control	1
Duct Detector	Initiating	7
Tamper Switch	Supervisory	11
Handset	Control	6
Waterflow Switch	Initiating	3
Phone Jack	Control	11
Elevator	Auxiliary	2

Location – 2

Building: Fulton County Central Library
Control Panel: 1 - Simplex 4100

Device or Item	Category	Quantity
Control Panel	Control	1
Battery	Control	2
Annunciator	Control	1
Pull Station	Initiating	23
Phone Jack	Control	52
Smoke Detector	Initiating	40
Duct Detector	Initiating	30
Heat Detector	Initiating	4
Printer	Control	1
Elevator	Auxiliary	4
Handset	Control	3

Location – 3

Building: Fulton County Government Center
Johnson Controls System 5000

Device or Item	Category	Quantity
Battery	Control	32
Control Panel	Control	16
Smoke Detector	Initiating	220
Pull Station	Initiating	55
Heat Detector	Initiating	64
Duct Detector	Initiating	55
Handset	Control	20
Phone Jack	Control	53
Phone Station	Control	9
Waterflow Switch	Initiating	27
Tamper Switch	Supervisory	29
Elevator	Auxiliary	2

Location – 4

Building: Fulton County Justice Center Complex
Control Panel - Johnson Controls 2020

Device or Item	Category	Quantity
Smoke Detector	Initiating	352
Duct Detector	Initiating	97
Pull Station	Initiating	151
Heat Detector	Initiating	15
Phone Station	Control	21
Control Panel	Control	2
Battery	Control	140
Elevator	Auxiliary	3
Power Supply	Control	69
Tamper Switch	Supervisory	24
Waterflow Switch	Initiating	23
Phone Jack	Control	66
Handset	Control	2

TOTAL INVENTORY – ALL BUILDINGS IN GOVT CENTER AND JUSTICE CENTER

This Inventory Report lists each of the devices and items that are included in all the facilities. A complete inventory count by device type and category is provided.

Device or Item	Category	Quantity
Control Panel	Control	20
Annunciator	Control	2
Battery	Control	182
Power Supply	Control	69
Phone Station	Control	31
Phone Jack	Control	182
Handset	Control	39
Pull Station	Initiating	249
Heat Detector	Initiating	83
Duct Detector	Initiating	189
Smoke Detector	Initiating	697
Waterflow Switch	Initiating	53
Tamper Switch	Supervisory	64

Location 5

MEDICAL EXAMINER BUILDING

SYSTEM: Silent Knight

Device listing:

Remote Annunciator	1
Pull Stations	13
Smoke Detectors (Photoelectric)	08
Duct Detectors	03
Horn and Light	24
Number of floors	2

Location 6

JUDGE ROMAEE T. POWELL JUVENILE JUSTICE CENTER

SYSTEM: Notifier

Device listing:

Annunciator Panels	2
Pull Stations	102
Detectors – Photoelectric	450
Detectors – analog, heat	41
Horns and Lights	300
Number of floors	5
(Some	

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.