



FULTON COUNTY PURCHASING DEPARTMENT

led by delores.miles

REQUEST FOR QUOTE NUMBER: 08DM61288YC
WILL BE RECEIVED UNTIL MAY 1, 2008 @ 2:00 P.M.

DESCRIPTION: Uninterrupted Power Supply System (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
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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
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Telephone Number:	Fax Number:	E-Mail Address:
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RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

Person submitting QUOTE: (Please Print)	Date
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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.

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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: 08DM61288YC
Opening Date: May 1, 2008 @ 2:00 P.M.

UNINTERRUPTED POWER SUPPLY SYSTEM MAINTENANCE
GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Uninterrupted Power Supply System Maintenance to the General Services Department on an as needed basis for a 12-month 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. The last day to submit questions is April 25, 2008.** Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. SERVICE SPECIFICATIONS

3.1 SCOPE OF WORK

- 3.1.1 Furnish all parts, labor, equipment, transportation and material necessary to provide on-site preventive maintenance of uninterrupted power supply (UPS) systems.
- 3.1.2 Vendor must be prepared to repair defective UPS Systems immediately when the defects are observed.
- 3.1.3 All materials, supplies, services and/or parts requested by Fulton County must be of the highest quality and must conform to any related state, municipal, or federal standard and be consistent with standard commercial practices.

3.2 SITE VISIT

- 3.2.1 All respondents will be allowed an opportunity for an on-site inspection prior to quote response date and time. The site visit for the Tower Building, Public Safety and the Justice Tower will be Thursday, April 24, 2008 at 10:00 am. All respondents must meet at The Fulton County Purchasing Department at 130 Peachtree Street, SW, Suite 1168, Atlanta, Georgia 30303. The site visit for D.A. Pearson Maintenance Complex will be Friday, April 25, 2008 at 1:00 pm. All

respondents must meet at 3929 Aviation Circle, Building B, Atlanta, Georgia. EXPERIENCE & QUALIFICATIONS

- 3.2.1 The vendor must have at least three (3) years experience in trouble shooting and repairing similar UPS.
- 3.2.2 Vendor must be authorized by the manufacturer to carry out warranty repairs on all of the UPS systems listed in the Pricing Sheets, and must produce documents in support of this requirement.
- 3.2.3 The vendor must submit documentation proving that they have a minimum of three (3) years experience in UPS and emergency power system repair and maintenance. The vendor must submit a list of key personnel including names, titles and qualifications along with quote. If the vendor intends to use a subcontractor for any part of work, a listing of key personnel must be provided by the subcontractor. Failure to submit a key personnel list can be grounds for rejection of the quote.

3.3 COMPANY PERSONNEL

- 3.3.1 All personnel of companies working in County facilities must wear uniforms with the company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed at the back or either sides of the vehicle(s). At least one crew member should be able to communicate in English.

3.4 WORKING HOURS

- 3.4.1 This contract is to provide services twenty-four (24) hours a day, seven (7) days a week. For the purpose of this contract, normal working hours will be from 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 calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

3.5 TECHNICAL REPORTS

- 3.5.1 The successful vendor is required to submit a technical report on service calls within five (5) days of completion. The report must contain the following information:
 - A. Start time and completion time.
 - B. Date service was performed.
 - C. Location of service.
 - D. Person requesting the service.
 - E. Itemized parts list.
 - F. Overall condition of system.
 - G. Condition of batteries and any recommendation for replacement.
 - H. Total float voltage and charge current.
 - I. All non-compliant conditions found and corrective actions taken (i.e.corroded terminal, loose connections).
 - J. Ambient temperature and manufacturer's recommended temperature.
 - K. Date and inclusive hours of servicing.
 - L. Summary of other preventive maintenance tasks performed.
 - M. Classification of the call (i.e., emergency, high priority or routine).
 - N. Fulton County building asset number.

- O. Fulton County purchase order number and recurring work program (RWP) Number.

3.5.2 The successful vendor may submit this information on the same form utilized for invoicing; however, the successful vendor will not receive payment for any invoices until the technical report is received.

3.6 DELIVERY

3.6.1 Delivery requirements will be as required by the individual Department Managers; however, the vendor must be capable of responding to all emergency calls within two (2) hours. The vendor is required to maintain a point of contact to service twenty-four (24) hours per day, seven (7) days per week including holidays. Failure to adhere to the delivery requirement can be grounds for termination of the contract. The vendor must respond to requests in accordance with the following criteria:

- A. Emergency requests: Services and/or parts must be provided within two (2) hours.
- B. High Priority requests: 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.

3.6.2 Service rates will be charged for emergency, urgent and routine requests according to the basic hourly rates quoted.

3.7 REPAIR AND EMERGENCY SERVICES

3.7.1 The successful vendor shall be responsible for performing any and all repairs. The price quoted for the services must include cost of spare parts and labor charges for the repair services.

3.7.2 Cost of battery replacement, if any, will be paid for based on the price quoted.

3.7.3 Any repair that will require compensation by Fulton County shall be carried out only after obtaining approval of the estimate by the Zonal Manager.

3.8 PREVENTIVE MAINTENANCE SERVICES

The successful vendor will perform all preventive maintenance tasks two times in a year as recommended by the manufacturer to include:

3.8.1 BATTERY

- A. Check battery rack for any structural bending or loose fasteners. Structural problems shall be immediately reported to the appropriate maintenance manager. Loose connections shall be repaired.
- B. Check and tighten all grounding straps.
- C. Check the appearance of the batteries and their cleanliness. Check for evidence of corrosion. Clean as necessary.
- D. Measure and record the total float voltage and charge current. Include information in the technical report.
- E. Check and adjust the electrolyte levels.
- F. Re-torque power connections, as required.

G. Check and record the ambient temperature. Report the manufacturer's recommended temperature and actual temperature in the technical report.

3.8.2 CONVERTER PANEL

- A. Replace air filters, if part of the control panel.
- B. Inspect sub-assemblies for accumulated dust or grime. Report to the Zone Manager.
- C. Check/torque power connections.
- D. Check all indicator lights. Replace defective lamps.
- E. Check alarms and verify operation.
- F. Check panel cooling fans.
- G. Check main breaker and by-pass breaker.
- H. Verify the voltage, current and power indicating meters.
- I. Verify the soundness of the grounding system and the number of grounds.
- J. Check power cables for burnt spots.
- K. Verify the voltage/current wave form at rectifier output and inverter output points.
- L. Verify the wave form of the thyristor trigger pulse.

Note: All voltage/current/wave form measurements shall be done while system is under normal load conditions.

3.9 SCHEDULE OF WORK

3.9.1 The successful vendor(s) will be required to perform the minimum services listed under paragraphs 3.9 and 3.12. The scope of work listed is only for guidance and will include any and all tasks associated with the equipment, as approved by the best engineering practices or the manufacturer's specification.

3.10 BATTERY REPLACEMENT

3.10.1 The successful vendor(s) will provide a recommendation for replacement of any batteries to the appropriate Zone maintenance Manager or his designated representative. After verification of the condition of the batteries, the vendor will be notified in writing whether or not to replace the batteries.

3.11 GENERATOR AND UPS ANNUAL TESTING SERVICES

3.11.1 The successful vendor(s) will be required to depute a qualified technician to support the Fulton County staff during the annual on-load testing of the Stand-by Generator and UPS in the Government Center Mid rise building, Government Center Public Safety building and Justice Center Tower. These tests may be conducted simultaneously and on week ends and unless there is a problem with the system the technician's presence will not be required for more than one hour. The price quoted shall include the cost of such support.

4. PRICING SHEETS

- 4.1 Prices quoted shall remain firm for acceptance from the date of bid opening through twelve (12) consecutive months from date of award.
- 4.2 Price quoted shall include all costs associated with the Preventive Maintenance schedule, including, but not limited to, the cost of consumables like cleaning supplies, electrolyte required for topping up, small cable connectors for battery and panel, fuses etc.
- 4.3 Cost of all repair and replacements, including cost of power electronic components and printed cards, should be included in the price of Preventive Maintenance. Cost of repairs arising out of vandalism and improper use of the system are not included in this scope.
- 4.4 Prices shall also include the cost of emergency stand-by services, as will be required when testing the stand by system.
- 4.5 Price quoted for labor charges will be used to pay for services rendered by the vendor outside the scope of work.
- 4.6 Prices may take into account mileage, travel time etc. However inclusion of these as separate line items in the price quote or invoice will not be acceptable.

No	Building Name	RWP Number	Manufacturer	Model #	Serial #	Battery Type	Cost of Battery/ Each	Cost of Semi-Annual PM	Annual Cost of PM
1.	D. A. Pearson Maintenance Complex, 3929 Aviation Cir., Bldg. B, Atlanta	R99001867	PHASE ONE CORP	7004105056HWRC	50724-01	Wet Cell			
2.	D. A. Pearson Maintenance Complex, 3929 Aviation Cir., Bldg. B Atlanta	R99000798	EXIDE ELECTRONICS	3000VA		Wet Cell			
3.	Government Center – Public Safety Building, 130 Peachtree Street, Atlanta	R99002359	PowerWare	9315-80	EV503Z BA07	Wet, Lead Acid			
4.	Government Center – Public Safety Building, 130 Peachtree Street, Atlanta	R99002358	PowerWare	9315-80	EV503Z BA05	Wet, Lead Acid			
5.	Government Center – Tower Building, 141 Pryor Street, SW, Atlanta	R99001869	BEST POWER TECHNOLOGIE S	FE10KVA	FE10K0 00201	Wet Cell			
6.	Government Center – Tower Building, 141 Pryor Street, SW, Atlanta	R99000790	BEST POWER TECHNOLOGIE S	FE10KVA	FE10K0 03244	Wet Cell			
7.	Government Center – Tower Building, 141 Pryor Street, SW, Atlanta	R99000789	EXIDE ELECTRONICS	3180	E39400 7EXXX XX	Wet Cell			
8.	Justice Tower – Was Justice Center Tower, 185 Central Ave., Atlanta	R99000792	EPE TECHNOLOGIE S	UPS4600S480548 0	34065-01	260/ Wet Cells			

Please quote the labor hour rates for any work outside the normal tasks of maintenance shown in the Scope of Work.

9. Labor Charges for work during NORMAL HOURS: \$ _____ per Labor Hour

10. Labor Charges for work OUTSIDE NORMAL HOURS, WEEK ENDS AND HOLIDAYS: \$ _____ per Labor Hr

5. CONDITIONS and INSTRUCTIONS

5.1 AWARD

Award(s) will be made to the lowest, most responsive and responsible vendor(s). Fulton County reserves the right to award the contract to more than one vendor. Fulton County reserves the right to add to or delete from the list of sites in the Pricing Sheet. Any award made as a result of this quote will be valid for twelve (12) consecutive months from date of award.

5.2 REFERENCES

The vendor is required to indicate below three (3) contact names and addresses who can verify the vendor’s capability to perform this service and for whom the vendor has performed similar services for at least three (3) years.

A. Company Name: _____

Type of equipment serviced: _____

Contact person: _____ Phone: _____

B. Company Name: _____

Type of equipment serviced: _____

Contact person: _____ Phone: _____

C. Company Name: _____

Type of equipment serviced: _____

Contact person: _____ Phone: _____

5.3 WARRANTY CLAUSE

The successful vendor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer’s standard warranty period is greater than ninety (90) days, the manufacturer’s warranty period will prevail. Any additional repairs required within this ninety (90) day period will be at the expense of the successful vendor. If additional parts are required they will be replaced at no additional cost to Fulton County.

5.4 INVENTORY

The vendor must certify below to having a service facility and a full inventory of supplies and equipment required within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The vendor understands that having the materials/supplies/services on an “If needed, as needed, and when needed” basis will be used in selecting the

successful vendor. Fulton County reserves the right to reject any vendor failing to meet this requirement.

Location of Vendor's facility:

_____	50 Mile Radius?
_____	_____

Parts: _____	_____

Service: _____	_____

5.5 QUOTE EVALUATION

To determine the lowest, most responsive quote(s), Fulton County will evaluate the quote as follows:

- A. Price quoted for Preventive Maintenance of UPS system/s. Quoting lowest price on one or more UPS Systems will not be a sufficient requirement for an award for that item to that vendor.
- B. Average of price quoted for labor charges during normal operating hours and beyond normal operating hours.
- C. Vendor's compliance to requirements in 3.3 EXPERIENCE & QUALIFICATIONS).
- D. Price quoted for battery

To determine the most responsible quote, Fulton County will consider the following information that must include with their quote:

- A. Vendor's experience supported by references in 5.2 REFERENCES.
- B. Location of Vendor's facility for services.
- C. Vendor's compliance with response requirements in 3.7 DELIVERY.
- D. Vendor's compliance with all other terms and conditions required in this request for quotation.

5.6 BUSINESS LICENSE

Vendor(s) shall submit with quote a current business license.

5.7 INVOICE

- 5.7.1 Invoices submitted against the contract must include the information required in the technical report in Section 3(PRODUCT/SERVICE SPECIFICATION), Paragraph 6 (TECHNICAL REPORTS).
- 5.7.2 One invoice is required to be submitted for each facility. Supplier may include services done on several pieces of equipment only if they are in the same facility. If the vendor elects to submit an invoice as other than the technical report, the vendor must include, as a minimum, the Fulton County building asset number for each facility invoice.

5.7.3 Invoices will be returned unpaid to the vendor when any of the following conditions exist:

- A. Invoices contain charges for items not referenced in 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. location, purchase order number and building asset number).
- C. The pricing on the invoice does not correspond to the quote price.

5.7.4 Vendors shall submit invoices to the following address:

General Services Dept.
Central Zone Maintenance
160 Pryor St., Ste -B4
Atlanta, Ga. 30303

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

5.8 PRICES

Prices quoted shall remain firm for twelve (12) consecutive months from date of award.

5.8.1 Price quoted shall include all costs associated with the Preventive Maintenance schedule, including, but not limited to, the cost of consumables like cleaning supplies, electrolyte required for topping up, small cable connectors for battery and panel, fuses etc.

5.8.2 Cost of all repair and replacements, including cost of power electronic components and printed cards, should be included in the price of Preventive Maintenance. Cost of repairs arising out of vandalism and improper use of the system are not included in this scope.

5.8.3 Prices shall also include the cost of emergency stand-by services, as will be required when testing the stand by system.

5.8.4 Price quoted for labor charges will be used to pay for services rendered by the vendor out side the scope of work.

5.8.5 Prices may take into account mileage, travel time etc. However inclusion of these as separate line items in the price quote or invoice will not be acceptable.

5.9 USE OF SUBCONTRACTORS

5.9.1 The successful quoter(s) shall require each subcontractor, to the extent of the work to performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the

County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically stated otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors.

5.9.2 The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

5.9.3 That a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which is to be performed by subcontractor shall then be removed from the Contractor's Work and shall be performed by contractor working directly for the County.

5.9.4 **Note: Minimum participation requirement for prime contractors. The prime contractor or vendor for the project or contract actually performs no less than 51 percent of the scope of the work of the prime contract. (Ref. Sec 102-357).**

5.10 REQUIRED SUBMITTALS

5.10.1 Provide three (3) references, including service previously provided to Fulton County. Provide company name, address, POC, telephone, fax, and E-Mail address in support of the qualification and experience.

5.10.2 Copy of current business and permit license.

5.10.3 Proof of ability to provide insurance.

Failure to submit the require documents may deem your quote as non-responsive.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto. The Certificate of Insurance shall state that the policy or policies shall not expire, be cancelled or altered without a least sixty (60) days prior written notice to Fulton County Government All Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except Workers¹ Compensation) and shall conform to all terms and conditions (including coverage of the Indemnification and Hold Harmless Agreement) contained in the Insurance and Risk Management Provisions.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. Workers Compensation/Employer's Liability Insurance

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

2. Commercial General Liability Insurance (including Contractual Liability Insurance)

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

3. Business Automobile Liability Insurance

Combined Single Limits	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned and hired automobiles)

4. Umbrella Liability

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

5. Fidelity Bond and Crime

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

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

COMPANY_____

SIGNATURE_____

NAME_____

TITLE_____

DATE_____

7. SPECIAL CONDITIONS / INSTRUCTIONS

The vendor shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for quote. This sheet shall be labeled "Exceptions to Quote Conditions" and shall be attached to the quote.

Vendors not providing quote pricing on the exact items(s) listed in these specifications must provide literature, brochure, drawing, etc., that clearly demonstrates the proposed item(s) is equal. Any bidder that is not compliant in providing the exact items listed or the requested information shall be deemed as a non-responsive quote.

No person, firm or business entity, however situated or composed, obtaining a copy of or responding to the solicitation shall initiate or continue any verbal or written communications regarding this solicitation with any county officer, elected official, employee, or designated county representative between the date of the issuance of this solicitation and the date of the final contract award by the authorized and permitted by the terms and conditions of this solicitation.

All verbal and written communications initiated by such person, firm or entity regarding this solicitation, same are authorized and permitted by the terms and conditions of this solicitation shall be directed to Delores Miles at 404-730-5815.

Any violation of this prohibition or the initiation or continuation or verbal or written communications with county officers, elected officials, employees or designated county representatives shall result a written finding by the purchasing agent that the submitted quote of the person, firm or entity in violations is not responsive and same shall not thereafter be considered for award.