

This Agreement is effective as of the 1st day of January 2023, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Electrical Contractor, Inc.
ITBC Contract No. & Title:	22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies (E)
Address:	8141-D Technology Dr. Covington, GA 30014
Telephone:	(404) 989-5704
Email:	d.krontz@ecinc.us
Contact Name & Title:	Dean Krontz, Vice President of Business Services

This Agreement was approved by the Fulton County Board of Commissioner on 11-16-2022 and 22-0876.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. **Contract Term**

- 1.1 **Initial Term:** The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st day of January 2023 and end on the 31st day of December 2023. The "Commencement Term" of this Agreement shall begin on 1st day of January 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 **Renewal Terms:** Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2024	12-31-2024
2	12 months	01-01-2025	12-31-2025

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$4,000.00 (Four Thousand Dollars and No Cent), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4937648D...
Tonya R. Grier
Clerk of the Commission

DocuSigned by:


(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:
Patrick O'Connor
61E9827946AF49C...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Joseph N. Davis
E45C5C5F17FB417...
Joseph N. Davis, Director
Department of Real Estate & Asset Management

CONTRACTOR:

ELECTRICAL CONTRACTOR, INC.

DocuSigned by:
Dean Krantz
9D59566621D349B...
Dean Krantz
Vice President of Business Services

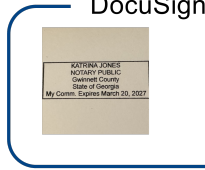
ATTEST:

DocuSigned by:
Katrina Jones
47D665A0646A444...
Notary Public Katrina Jones

Gwinnett
County: _____

Commission Expires: March 20, 2027

(Affix Notary Seal) DocuSigned by:



2022-0876 11/16/2022
ITEM#: _____ RCS: _____
RECESS MEETING

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC135037C-GS, BALLASTS, LAMPS, LIGHT FIXTURES AND RELATED SUPPLIES**

Submitted By: Dean Krantz

Bid Due Date: Monday, August 22, 2022

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the BidNet Direct on-line System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items #1 Thru #53)

\$ 127,674.35

(Dollar Amount in Numbers)

One hundred and Twenty seven thousand six hundred and seventy four and thirty five cents

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per line item complying with the provisions of this ITBC)

Item No.	Item Description	EST QTY	Manufacturer/Brand Part Number	U/P (\$)	Total Cost (\$)
Group A: Ballasts					
1.	Ballasts 13W2/1 13/10 UNV-C 120/277V	40 Each	PHILIPS ADVANCE ICF-2S13-H1-LD or Equal	24.65	986.00
2.	Ballasts 18W 2/1 18W-UNV-C 120/277V	60 Each	Universal C218UNVME or Equal	33.64	2,018.40
3.	Ballasts 26W 2/1 26W 2/1 26W-UNV-C 120/277V	100 Each	PHILIPS ADVANCE ICF-2S26-H1-LD or Equal	23.41	2,341.00
4.	Ballasts CFL 42W 120/277V ICF-2S42- M2-LD	20 Each	PHILIPS ADVANCE ICF-2S42-M2-LD or Equal	28.74	574.80
5.	Electronic Ballast for 4 ft, 2 x T8, 32 watts, 120/277V Fluorescent lamps	300 Each	PHILIPS ADVANCE ICN2P32N35I or Equal	13.46	4,038.00
6.	Electronic Ballast for 4 ft, 3 x T8, 32 watts, 120/277V Fluorescent lamps	50 Each	PHILIPS ADVANCE ICN3P32N35I or Equal	17.79	889.50
7.	Electronic Ballast for 4 ft, 4 x T8, 32 watts, 120/277V Fluorescent lamps	150 Each	PHILIPS ADVANCE ICN4P32N or Equal	15.58	2,337.00
8.	Ballast Emergency Fluorescent T-8, T- 10 or T-12 120/277V 1 lamp	15 Each	Bodine - B100 or Equal	62.46	936.90
9.	Ballast 250W MH, 120/277V core &	25 Each	PHILIPS ADVANCE 71A5750-001D	91.08	2,277.00

	Coil, Multi Tap		or Equal		
10.	Ballast 400W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A6051-001D or Equal	99.08	2,477.00
11.	Ballast 175W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5570-001D or Equal	75.89	1897.25
12.	Ballast 100W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5390-001D or Equal	91.41	2,285.25
Group B: Lamp & Related Items					
13.	PHILIPS LED Flood Lamp, 7 WATT DIMMABLE	150 Each	7PAR20/LED/F40/840 /E26/GL/DIM 120V 471151 or Equal	8.86	1329.00
14.	PHILIPS LED Flood Lamp, 10 WATT LED	125 Each	10PAR30L/LED/840/F 25/DIM/ULW/120V 529727 or Equal	11.40	1425.00
15.	PHILIPS LED Flood Lamp, 14 WATT LED	250 Each	PHILIPS 14PAR38/LED/F40/ DIM/ULW/120V 529552 or Equal	12.89	3,222.05
16.	PHILIPS LED Flood Lamp 9.5 WATT DIMMABLE	60 Each	8.5PAR20/PER/927/F 25/DIM/EC/120V 6/1FB 535260 or Equal	6.89	413.40
17.	PHILIPS Compact FL. Lamp, 26 watt - PL-C - 2-Pin (G24d- 3) Base - 4,100K	150 Each	PHILIPS 26 watt - PL- C - 2-Pin (G24d-3) Base - 4,100K 383240 or Equal	9.49	1,423.50
18.	GE 97613 Compact FL. Lamp, F26DBX/841/ECO4P	150 Each	GE F26DBX/841/ECO4P 97613 or Equal	5.03	754.50
19.	GE 97610 Compact FL. Lamp, F26DBX1 827/4 Pin or Equal	150 Each	GE PLC26/E/27-39 97610 or Equal	3.84	576.00
20.	GE F18DBX 835/ECO 4 Pin Compact FL. Lamp,	200 Each	GE F18DBX 835/ECO 4 Pin 97600 or Equal	7.98	1,596.00
21.	SYLVANIA CF13DS/835/ECO	300 Each	SYLVANIA CF13DS/835/ECO 21137 or Equal	5.09	1,527.00
22.	PHILIPS Fluorescent Lamp F17T8/TL841 ALTO T8	400 Each	PHILIPS F17T8/TL841 ALTO T8 or Equal	4.05	1,620.00
23.	PHILIPS Fluorescent Lamp F25T8/TL841 ALTO T8	400 Each	PHILIPS or Equal F25T8/TL841 ALTO T8	4.53	1,812.00
24.	PHILLIPS	300	PHILIPS FBO		

22ITBC135037C-GS

Ballasts, Lamps, Light Fixtures and Related Supplies

Page 3 of 8

	Fluorescent Lamp U-Bent FBO 32/841/U6	Each	32/841/U6 ALTO or Equal	11.46	3,438.00
25.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/841/ECO	10,000 Each	PHILIPS F32T8/841/ECO or Equal	3.09	30,900.00
26.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/835/ ECO	3,000 Each	PHILIPS F32T8/835/ECO or Equal	3.09	9,270.00
27.	GE Fluorescent Lamp, F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing	300 Each	GE F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing or Equal	12.33	3,699.00
28.	SYLVANIA Fluorescent Lamp, FBO31/841 U-Bend	300 Each	SYLVANIA FBO31/841 U-Bend 1-5/8 in. Spacing or Equal	12.33	3,699.00
29.	SYLVANIA Tungsten Quartz lamp 250W DC 130 V	25 Each	SYLVANIA 250W DC 130 V or Equal	24.23	605.75
30.	SYLVANIA Tungsten Quartz lamp 250W MC 130V	25 Each	SYLVANIA 250W MC 130V RODUCT CODE 460614 or Equal	23.11	577.75
31.	SYLANVIA Tungsten Quartz lamp 150W MC 130V	25 Each	SYLVANIA 150Q/CL/MC 130V or Equal	17.11	427.75
32.	SYLANVIA Tungsten Quartz lamp 150W DC 130V	25 Each	SYLVANIA Q150CL/DC 130V or Equal	20.39	509.75
33.	LED Lamp 9.5 WATT A-19 2200-2700K	100 Each	PHILIPS 9.5A19/PER/827-22/P/E26/WG 120V or Equal	2.30	230.00
34.	LED Lamp 12 - WATT A-21 2200-2700K	100 Each	PHILIPS 12A21/PER/827/P/E26/DIM 120V or Equal	5.75	575.00
35.	LED Lamp 16- WATT A-21 2200-2700K	100 Each	PHILIPS 16A21/PER/827/P/E26/DIM 120V or Equal	5.43	543.00
36.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LEFLED 8027M42K MOG	188.95	4,723.75
37.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024M57A MOG BASE	53.05	1,591.50
38.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024E57A MED	75.99	2,279.70

			BASE		
39.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LED 8033M57A MOG BASE	101.51	2,537.75
40.	MH Lamp, 100 watts, Medium Base, E-17, Average life 10000+ hrs. Open/Close Fixture Syl#64417	50 Each	PHILIPS 250MHC100/U/MP/3K 42367-3 or Equal	24.35	1,217.50
41.	MH Lamp, 175 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS 250MH/U 27484-5 or Equal	18.46	1,384.50
42.	MH Lamp, 250 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS MH250/U 27484-5 or Equal	18.88	1,416.00
43.	MH Lamp, 400 watts, Mogul Base, ED-28, Average life 10000+ hrs.	75 Each	PHILIPS MH400/U/ED28 426023 or Equal	21.49	1,611.75
44.	Lamp, MH 400 watts, BT-37	75 Each	PHILIPS MH400/U/ED28 274498 or Equal	14.51	1,088.25
45.	MH Lamp, 175 watts, Medium Base, ED17, Average life 10000+ hrs.	50 Each	PHILIPS MH250/U/M 31358-5 or Equal	14.51	725.50
Group C: Light Fixtures, Lens and Related Items					
46.	Lay-In type, 2 FtX4 2GTL4 SWL MVOLT LP840 LED 120V- 277V 82 CRI 4000K	25 Each	Lithonia 2GTL4 SWL MVOLT LP840	80.46	2,011.50
47.	Lay-In type, 2 FtX2 2GTL2 A12 120 LP840 LED 120V	30 Each	Lithonia 2GTL2 A12 120 LP840	55.23	1,656.09
48.	Lay-In type, 2 FtX2 Ft, U Bent Lamp Electronic ballast 120V	10 Each	Cooper 2G-U6A- 120V-LE3-U	62.38	623.80
49.	Light Fixture, Exit/Emergency Light Combo, Cat. No. LHQM S W 3R 120/277	15 Each	Lithonia LHQM S W 3R 120/277	57.48	862.20
50.	WALL PACK LED 13 WATT	12 Each	LITHONIA OLWX1 LED 13W	139.98	1,679.76

	120/277V		50K DDB or Equal		
51.	WALL PACK LED 20 WATT 120/277V	15 Each	LITHONIA OLWX1 LED 20W 50K DDB M4 or Equal	195.39	2,930.85
52.	WALL PACK LED 32 WATT 120/277V	15 Each	HUBBELL LIGHTING PVL3- 180L-5K-035-U-DB or Equal	189.63	2,844.45
53.	WALL PACK LED 153 WATT 120/277V	15 Each	HUBBELL LIGHTING LNC4- 44L-4K-105-4-U-DB- 7PR or Equal	121.63	1,824.45
	TOTAL COST (lines Items #1- #53)				127,674.35

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed [Insert Dollar Amount approved by the Board of Commissioners \$4,000.00 (Four Thousand Dollars and No Cent)]. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to Electrical Contractor Inc. is attached.

Lines awarded to Electrical Contractor, Inc.

Item No	Organization Name	Bid Rank	Quantity	Price	Total Cost
46	Electrical Contractor Inc	1	25	80.46	2011.5
53	Electrical Contractor Inc	1	15	121.63	1824.45

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS

SECTION 3
CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT** , **IS** a Minority or Female owned and controlled business enterprise. Check the appropriate box.

- African American (AABE)
- Asian American (ABE)
- Hispanic American (HBE)
- Native American (NABE)
- White Female American (WFBE)
- Small Business (SBE)
- Service Disable Veteran (SDVBE)
- Disadvantage Business (DBE)

****If yes, Bidder must submit a copy of recent certification with a governmental agency (i.e., Fulton County, City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMDC, WBENC, SBA, etc.).**

Male or Female (Check the appropriate box)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Dean Krontz),
Name

V.P. of Business Services

Electrical Contractor Incorporated

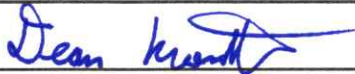
Title

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Dean Krontz TITLE: V. P. of Business Services

SIGNATURE: 

ADDRESS: 8141-D Technology Drive
Covington, Ga. 30014

PHONE NUMBER: 404-989-5704 EMAIL: d.krontz@ecinc.us

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for the County. Effective January 1, 2023 through December 31, 2023, with two renewal options.

22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0877 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in AN amount not to exceed \$2,155,600.00 with Brannen Motor Company (Unadilla, GA), for the purchase of 49 vehicles for various County agencies. This is a one-time procurement.

This Agreement is effective as of the 1st day of January 2023, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	E. Sam Jones Distributor
ITBC Contract No. & Title:	22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies (A)
Address:	4898 S Atlanta Rd Atlanta, GA 30339
Telephone:	(404) 307-8504
Email:	rlagod@esamjones.com
Contact Name & Title:	Randy Lagod, COO

This agreement was approved by the Fulton County Board of Commissioners on 11-16-2022 and 22-0876

This Agreement was approved pursuant to Purchasing Code Section 102-369, which authorizes the County Manager to sign contracts on behalf of the County.

The parties agree to comply with the terms and conditions of the following exhibits which Conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

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If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party

- 1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$47,000.00 (Forty-Seven Thousand Dollars and No Cent), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:


FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5E6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC478C4837648D...
Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:


APPROVED:

APPROVED AS TO FORM:

DocuSigned by:
Patrick O'Connor
61E8837846AF49C...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Joseph N. Davis
E45C5C5E17EB417...
Joseph N. Davis, Director
Department of Real Estate & Asset Management

CONTRACTOR:

E. SAM JONES DISTRIBUTOR

DocuSigned by:
Randy Lagod
702BE962B5734DD...
Randy Lagod
Chief Operating Officer

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)


ATTEST:

DocuSigned by:
Kevin Harbin
526388AE7F6645A...
Notary Public Kevin Harbin
Cobb
County: _____

09112024

Commission Expires: _____ DocuSigned by:

(Affix Notary Seal)



2022-0876 11/16/2022
ITEM#: _____ RCS: _____
RECESS MEETING

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC135037C-GS, BALLASTS, LAMPS, LIGHT FIXTURES AND RELATED SUPPLIES**

Submitted By: E. Sam Jones Distributor Inc.

Bid Due Date: Monday, August 22, 2022

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the BidNet Direct on-line System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items #1 Thru #53)

\$ 88,343.35

(Dollar Amount in Numbers)

Eighty Eight Thousand Three hundred & Forty Three Dollars & Thirty Five Cent

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per line item complying with the provisions of this ITBC)

Item No.	Item Description	EST QTY	Manufacturer/Brand Part Number	U/P (\$)	Total Cost (\$)
Group A: Ballasts					
1.	Ballasts 13W2/1 13/10 UNV-C 120/277V	40 Each	PHILIPS ADVANCE ICF-2S13-H1-LD or Equal	\$19.10	\$821.30
2.	Ballasts 18W 2/1 18W-UNV-C 120/277V	60 Each	Universal C218UNVME or Equal	\$20.50	\$1230.00
3.	Ballasts 26W 2/1 26W 2/1 26W-UNV-C 120/277V	100 Each	PHILIPS ADVANCE ICF-2S26-H1-LD or Equal	\$19.20	\$1920.00
4.	Ballasts CFL 42W 120/277V ICF-2S42- M2-LD	20 Each	PHILIPS ADVANCE ICF-2S42-M2-LD or Equal	\$20.60	\$412.00
5.	Electronic Ballast for 4 ft, 2 x T8, 32 watts, 120/277V Fluorescent lamps	300 Each	PHILIPS ADVANCE ICN2P32N35I or Equal	\$9.40	\$2820.00 RL
6.	Electronic Ballast for 4 ft, 3 x T8, 32 watts, 120/277V Fluorescent lamps	50 Each	PHILIPS ADVANCE ICN3P32N35I or Equal	\$11.15	\$557.50
7.	Electronic Ballast for 4 ft, 4 x T8, 32 watts, 120/277V Fluorescent lamps	150 Each	PHILIPS ADVANCE ICN4P32N or Equal	\$11.20	\$1680.00
8.	Ballast Emergency Fluorescent T-8, T- 10 or T-12 120/277V 1 lamp	15 Each	Bodine - B100 or Equal	\$58.90	\$882.50
9.	Ballast 250W MH, 120/277V core &	25 Each	PHILIPS ADVANCE 71A5750-001D	\$79.50	\$1987.50

	Coil, Multi Tap		or Equal		
10.	Ballast 400W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A6051-001D or Equal	\$107.64	\$2691.00
11.	Ballast 175W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5570-001D or Equal	\$62.18	\$1554.50
12.	Ballast 100W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5390-001D or Equal	\$68.50	\$1712.50
Group B: Lamp & Related Items					
13.	PHILIPS LED Flood Lamp, 7 WATT DIMMABLE	150 Each	7PAR20/LED/F40/840 /E26/GL/DIM 120V 471151 or Equal	\$2.42	\$363.00
14.	PHILIPS LED Flood Lamp, 10 WATT LED	125 Each	10PAR30L/LED/840/F 25/DIM/ULW/120V 529727 or Equal	\$6.96	\$870.00
15.	PHILIPS LED Flood Lamp, 14 WATT LED	250 Each	PHILIPS 14PAR38/LED/F40/ DIM/ULW/120V 529552 or Equal	\$6.50	\$1625.00
16.	PHILIPS LED Flood Lamp 9.5 WATT DIMMABLE	60 Each	8.5PAR20/PER/927/F 25/DIM/EC/120V 6/1FB 535260 or Equal	\$3.53	211.80
17.	PHILIPS Compact FL. Lamp, 26 watt - PL-C - 2-Pin (G24d- 3) Base - 4,100K	150 Each	PHILIPS 26 watt - PL- C - 2-Pin (G24d-3) Base - 4,100K 383240 or Equal	\$2.70	\$405.00
18.	GE 97613 Compact FL. Lamp, F26DBX/841/ECO4P	150 Each	GE F26DBX/841/ECO4P 97613 or Equal	\$2.75	\$412.50
19.	GE 97610 Compact FL. Lamp, F26DBX1 827/4 Pin or Equal	150 Each	GE PLC26/E/27-39 97610 or Equal	\$2.46	\$369.00
20.	GE F18DBX 835/ECO 4 Pin Compact FL. Lamp,	200 Each	GE F18DBX 835/ECO 4 Pin 97600 or Equal	\$2.85	\$570.00
21.	SYLVANIA CF13DS/835/ECO	300 Each	SYLVANIA CF13DS/835/ECO 21137 or Equal	\$2.12	\$636.00
22.	PHILIPS Fluorescent Lamp F17T8/TL841 ALTO T8	400 Each	PHILIPS F17T8/TL841 ALTO T8 or Equal	\$2.37	\$948.00
23.	PHILIPS Fluorescent Lamp F25T8/TL841 ALTO T8	400 Each	PHILIPS or Equal F25T8/TL841 ALTO T8	\$2.12	\$848.00
24.	PHILLIPS	300	PHILIPS FBO		

	Fluorescent Lamp U-Bent FBO 32/841/U6	Each	32/841/U6 ALTO or Equal	\$7.55	\$2265.00
25.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/841/ECO	10,000 Each	PHILIPS F32T8/841/ECO or Equal	\$2.25	\$22,500.00
26.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/835/ ECO	3,000 Each	PHILIPS F32T8/835/ECO or Equal	\$2.35	\$7050.00
27.	GE Fluorescent Lamp, F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing	300 Each	GE F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing or Equal	\$9.10	\$2730.00
28.	SYLVANIA Fluorescent Lamp, FBO31/841 U-Bend	300 Each	SYLVANIA FBO31/841 U-Bend 1-5/8 in. Spacing or Equal	\$9.10	\$2730.00
29.	SYLVANIA Tungsten Quartz lamp 250W DC 130 V	25 Each	SYLVANIA 250W DC 130 V or Equal	\$14.95	\$373.75
30.	SYLVANIA Tungsten Quartz lamp 250W MC 130V	25 Each	SYLVANIA 250W MC 130V RODUCT CODE 460614 or Equal	\$9.26	\$231.50
31.	SYLANVIA Tungsten Quartz lamp 150W MC 130V	25 Each	SYLVANIA 150Q/CL/MC 130V or Equal	\$10.25	\$256.25
32.	SYLANVIA Tungsten Quartz lamp 150W DC 130V	25 Each	SYLVANIA Q150CL/DC 130V or Equal	\$10.25	\$256.25
33.	LED Lamp 9.5 WATT A-19 2200-2700K	100 Each	PHILIPS 9.5A19/PER/827-22/P/E26/WG 120V or Equal	\$1.85	\$185.00
34.	LED Lamp 12 - WATT A-21 2200-2700K	100 Each	PHILIPS 12A21/PER/827/P/E26/DIM 120V or Equal	\$5.30	\$530.00
35.	LED Lamp 16- WATT A-21 2200-2700K	100 Each	PHILIPS 16A21/PER/827/P/E26/DIM 120V or Equal	\$8.63	\$863.00
36.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LEFLED 8027M42K MOG	\$70.50	\$1762.50
37.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024M57A MOG BASE	\$44.90	\$1347.00
38.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024E57A MED	\$35.04	\$1051.20

			BASE		
39.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LED 8033M57A MOG BASE	\$36.00	\$900.00
40.	MH Lamp, 100 watts, Medium Base, E-17, Average life 10000+ hrs. Open/Close Fixture Styl#64417	50 Each	PHILIPS 250MHC100/U/MP/3K 42367-3 or Equal	\$15.90	\$795.00
41.	MH Lamp, 175 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS 250MH/U 27484-5 or Equal	\$21.05	\$1578.75
42.	MH Lamp, 250 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS MH250/U 27484-5 or Equal	\$11.50	\$862.50
43.	MH Lamp, 400 watts, Mogul Base, ED-28, Average life 10000+ hrs.	75 Each	PHILIPS MH400/U/ED28 426023 or Equal	\$13.10	\$982.50
44.	Lamp, MH 400 watts, BT-37	75 Each	PHILIPS MH400/U/ED28 274498 or Equal	\$11.95	\$896.25
45.	MH Lamp, 175 watts, Medium Base, ED17, Average life 10000+ hrs.	50 Each	PHILIPS MH250/U/M 31358-5 or Equal	\$12.95	\$647.50
Group C: Light Fixtures, Lens and Related Items					
46.	Lay-In type, 2 FX4 2GTL4 SWL MVOLT LP840 LED 120V- 277V 82 CRI 4000K	25 Each	Lithonia 2GTL4 SWL MVOLT LP840	\$94.50	\$2362.50
47.	Lay-In type, 2 FX2 2GTL2 A12 120 LP840 LED 120V	30 Each	Lithonia 2GTL2 A12 120 LP840	\$65.16	\$1954.80
48.	Lay-In type, 2 FtX2 Ft, U Bent Lamp Electronic ballast 120V	10 Each	Cooper 2G-U6A- 120V-LE3-U	\$105.90	1059.00
49.	Light Fixture, Exit/Emergency Light Combo, Cat. No. LHQM S W 3R 120/277	15 Each	Lithonia LHQM S W 3R 120/277	\$46.50	\$697.50
50.	WALL PACK LED 13 WATT	12 Each	LITHONIA OLWX1 LED 13W	\$64.50	\$774.00

	120/277V		50K DDB or Equal		
51.	WALL PACK LED 20 WATT 120/277V	15 Each	LITHONIA OLWX1 LED 20W 50K DDB M4 or Equal	\$79.50	\$ 1192.50
52.	WALL PACK LED 32 WATT 120/277V	15 Each	HUBBELL LIGHTING PVL3- 180L-5K-035-U-DB or Equal	\$104.50	\$1567.50
53.	WALL PACK LED 153 WATT 120/277V	15 Each	HUBBELL LIGHTING LNC4- 44L-4K-105-4-U-DB- 7PR or Equal	\$ 160.90	\$ 2413.50
TOTAL COST (lines Items #1- #53)					\$88,343.35

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: E. Sam Jones Distributor

ADDRESS: 4898 South Atlanta Rd. SE 30339

CITY/STATE/ZIPCODE: Atlanta / GA / 30339

CONTACT NAME: Randy Lagod

EMAIL ADDRESS: R.Lagod@esamjones.com

BUSINESS PHONE: 404-351-3250

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMDC, WBENC, SBA, etc.,) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation Partnership _____ Sole Proprietor _____ Other _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Randy Leger	4898 South Atlanta Rd Atlanta, GA 30339

END OF SECTION

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed [Insert Dollar Amount approved by the Board of Commissioners \$47,000.00 (Forty-Seven Thousand Dollars and No Cent)]. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to E. Sam Jones Distributor is attached.

Lines awarded to E Sam Jones Distributor

Item No	Organization Name	Bid Rank	Quantity	Price	Total Cost
5	E. Sam Jones Distributor	1	300	9.4	2820
7	E. Sam Jones Distributor	1	150	11.2	1680
13	E. Sam Jones Distributor	1	150	2.42	363
15	E. Sam Jones Distributor	1	250	6.5	1625
16	E. Sam Jones Distributor	1	60	3.53	211.8
17	E. Sam Jones Distributor	1	150	2.7	405
19	E. Sam Jones Distributor	1	150	2.46	369
20	E. Sam Jones Distributor	1	200	2.85	570
21	E. Sam Jones Distributor	1	300	2.12	636
22	E. Sam Jones Distributor	1	400	2.37	948
23	E. Sam Jones Distributor	1	400	2.12	848
24	E. Sam Jones Distributor	1	300	7.55	2265
27	E. Sam Jones Distributor	1	300	9.1	2730
28	E. Sam Jones Distributor	1	300	9.1	2730
33	E. Sam Jones Distributor	1	100	1.85	185
36	E. Sam Jones Distributor	1	25	70.5	1762.5
37	E. Sam Jones Distributor	1	30	44.9	1347
38	E. Sam Jones Distributor	1	30	35.04	1051.2
39	E. Sam Jones Distributor	1	25	36	900
40	E. Sam Jones Distributor	1	50	15.9	795
42	E. Sam Jones Distributor	1	75	11.5	862.5
43	E. Sam Jones Distributor	1	75	13.1	982.5
45	E. Sam Jones Distributor	1	50	12.95	647.5
49	E. Sam Jones Distributor	1	15	46.5	697.5
52	E. Sam Jones Distributor	1	15	104.5	1567.5

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS

**SECTION 3
CONTRACT COMPLIANCE REQUIREMENTS**

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT** , **IS** a Minority or Female owned and controlled business enterprise. Check the appropriate box.

- African American (AABE)
- Asian American (ABE)
- Hispanic American (HBE)
- Native American (NABE)
- White Female American (WFBE)
- Small Business (SBE)
- Service Disable Veteran (SDVBE)
- Disadvantage Business (DBE)

****If yes, Bidder must submit a copy of recent certification with a governmental agency (i.e., Fulton County, City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMDC, WBENC, SBA, etc.).**

- Male or Female (Check the appropriate box)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Randy Lagod),
Name

COO
Title

E. Sam Jones Distributor, Inc.
Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Randy Lagod TITLE: COO

SIGNATURE: 

ADDRESS: 4898 S Atlanta Rd
Atlanta GA 30339

PHONE NUMBER: 404-351-3250 EMAIL: rlagod@esamjones.com
X1103

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for the County. Effective January 1, 2023 through December 31, 2023, with two renewal options.

22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0877 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in AN amount not to exceed \$2,155,600.00 with Brannen Motor Company (Unadilla, GA), for the purchase of 49 vehicles for various County agencies. This is a one-time procurement.

This Agreement is effective as of the 1st day of January 2023, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Voss Lighting Electric Co. dba Voss Lighting
ITBC Contract No. & Title:	22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies (B)
Address:	2129 Northwest Pkwy SE, Suite # 129 Marietta, GA 30067
Telephone:	(770) 438-8557
Email:	russell.hanak@vosslighting.com
Contact Name & Title:	Russell Hanak, Operations Manager/Project Manager

This Agreement was approved by the Fulton County Board of Commissioner on November 16, 2022 BOC# 22-0876.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. **Contract Term**

- 1.1 **Initial Term**: The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st day of January 2023 and end on the 31st day of December 2023. The "Commencement Term" of this Agreement shall begin 1st day of January 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 **Renewal Terms**: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2024	12-31-2024
2	12 months	01-01-2025	12-31-2025

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$23,000.00 (Twenty-Three Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VOSS LIGHTING ELECTRIC CO. DBA VOSS LIGHTING

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Russell Hanaki
70017F13812E422...
Russell Hanak,
Operations Manager/Project Manager

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk of the Commission

DocuSigned by:
Russell Hanaki
70017F13812E422...
Notary Public



(Affix County Seal)

County: _____

Commission Expires: _____

(Affix Notary Seal)

APPROVED AS TO FORM:

DocuSigned by:
Patrick O'Connor
61E8837846AF49C...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Joseph N. Davis
E45C5C5E17EB417...
Joseph N. Davis, Director
Department of Real Estate & Asset Management

2022-0876 11/16/2022
ITEM#: _____ RCS: _____
RECESS MEETING

EXHIBIT 1
SOLICITATION DOCUMENT
(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC135037C-GS, BALLASTS, LAMPS, LIGHT FIXTURES AND RELATED SUPPLIES**

Submitted By: Voss Lighting

Bid Due Date: Monday, August 22, 2022

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the BidNet Direct on-line System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items #1 Thru #53)

\$ 101,707.36
(Dollar Amount in Numbers)

One hundred one thousand seven hundred seven dollars and thirty-six cents
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per line item complying with the provisions of this ITBC)

Item No.	Item Description	EST QTY	Manufacturer/Brand Part Number	U/P (\$)	Total Cost (\$)
Group A: Ballasts					
1.	Ballasts 13W2/1 13/10 UNV-C 120/277V	43 ⁴⁰ Each	PHILIPS ADVANCE ICF-2S13-H1-LD or Equal	16.42	706.06
2.	Ballasts 18W 2/1 18W-UNV-C 120/277V	60 Each	Universal C218UNVME or Equal	17.75	1065.00
3.	Ballasts 26W 2/1 26W 2/1 26W-UNV-C 120/277V	100 Each	PHILIPS ADVANCE ICF-2S26-H1-LD or Equal	16.42	1642.00
4.	Ballasts CFL 42W 120/277V ICF-2S42- M2-LD	20 Each	PHILIPS ADVANCE ICF-2S42-M2-LD or Equal	20.96	419.20
5.	Electronic Ballast for 4 ft, 2 x T8, 32 watts, 120/277V Fluorescent lamps	300 Each	PHILIPS ADVANCE ICN2P32N35I or Equal	10.01	3003.00
6.	Electronic Ballast for 4 ft, 3 x T8, 32 watts, 120/277V Fluorescent lamps	50 Each	PHILIPS ADVANCE ICN3P32N35I or Equal	11.18	559.00
7.	Electronic Ballast for 4 ft, 4 x T8, 32 watts, 120/277V Fluorescent lamps	150 Each	PHILIPS ADVANCE ICN4P32N or Equal	12.59	1888.50
8.	Ballast Emergency Fluorescent T-8, T- 10 or T-12 120/277V 1 lamp	15 Each	Bodine - B100 or Equal	76.87	1153.05
9.	Ballast 250W MH, 120/277V core &	25 Each	PHILIPS ADVANCE 71A5750-001D	75.26	1881.50

	Coil, Multi Tap		or Equal		
10.	Ballast 400W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A6051-001D or Equal	72.44	1811.00
11.	Ballast 175W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5570-001D or Equal	60.44	1511.00
12.	Ballast 100W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5390-001D or Equal	77.67	1941.75
Group B: Lamp & Related Items					
13.	PHILIPS LED Flood Lamp, 7 WATT DIMMABLE	150 Each	7PAR20/LED/F40/840 /E26/GL/DIM 120V 471151 or Equal	6.53	979.50
14.	PHILIPS LED Flood Lamp, 10 WATT LED	125 Each	10PAR30L/LED/840/F 25/DIM/ULW/120V 529727 or Equal	6.91	863.75
15.	PHILIPS LED Flood Lamp, 14 WATT LED	250 Each	PHILIPS 14PAR38/LED/F40/ DIM/ULW/120V 529552 or Equal	8.21	2052.50
16.	PHILIPS LED Flood Lamp 9.5 WATT DIMMABLE	60 Each	8.5PAR20/PER/927/F 25/DIM/EC/120V 6/1FB 535260 or Equal	10.15	609.00
17.	PHILIPS Compact FL. Lamp, 26 watt - PL-C - 2-Pin (G24d- 3) Base - 4,100K	150 Each	PHILIPS 26 watt - PL- C - 2-Pin (G24d-3) Base - 4,100K 383240 or Equal	3.62	543.00
18.	GE 97613 Compact FL. Lamp, F26DBX/841/ECO4P	150 Each	GE F26DBX/841/ECO4P 97613 or Equal	3.62	543.00
19.	GE 97610 Compact FL. Lamp, F26DBX1 827/4 Pin or Equal	150 Each	GE PLC26/E/27-39 97610 or Equal	3.62	543.00
20.	GE F18DBX 835/ECO 4 Pin Compact FL. Lamp,	200 Each	GE F18DBX 835/ECO 4 Pin 97600 or Equal	3.62	724.00
21.	SYLVANIA CF13DS/835/ECO	300 Each	SYLVANIA CF13DS/835/ECO 21137 or Equal	2.60	780.00
22.	PHILIPS Fluorescent Lamp F17T8/TL841 ALTO T8	400 Each	PHILIPS F17T8/TL841 ALTO T8 or Equal	3.64	1456.00
23.	PHILIPS Fluorescent Lamp F25T8/TL841 ALTO T8	400 Each	PHILIPS or Equal F25T8/TL841 ALTO T8	3.64	1456.00
24.	PHILLIPS	300	PHILIPS FBO		

	Fluorescent Lamp U-Bent FBO 32/841/U6	Each	32/841/U6 ALTO or Equal	9.04	2712.00
25.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/841/ECO	10,000 Each	PHILIPS F32T8/841/ECO or Equal	2.29	22900.00
26.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/835/ ECO	3,000 Each	PHILIPS F32T8/835/ECO or Equal	2.48	7440.00
27.	GE Fluorescent Lamp, F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing	300 Each	GE F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing or Equal	10.85	3255.00
28.	SYLVANIA Fluorescent Lamp, FBO31/841 U-Bend	300 Each	SYLVANIA FBO31/841 U-Bend 1-5/8 in. Spacing or Equal	10.85	3255.00
29.	SYLVANIA Tungsten Quartz lamp 250W DC 130 V	25 Each	SYLVANIA 250W DC 130 V or Equal	2.86	71.50
30.	SYLVANIA Tungsten Quartz lamp 250W MC 130V	25 Each	SYLVANIA 250W MC 130V RODUCT CODE 460614 or Equal	2.07	51.75
31.	SYLVANIA Tungsten Quartz lamp 150W MC 130V	25 Each	SYLVANIA 150Q/CL/MC 130V or Equal	2.75	68.75
32.	SYLVANIA Tungsten Quartz lamp 150W DC 130V	25 Each	SYLVANIA Q150CL/DC 130V or Equal	3.36	84.00
33.	LED Lamp 9.5 WATT A-19 2200-2700K	100 Each	PHILIPS 9.5A19/PER/827-22/P/E26/WG 120V or Equal	3.19	319.00
34.	LED Lamp 12 - WATT A-21 2200-2700K	100 Each	PHILIPS 12A21/PER/827/P/E26/DIM 120V or Equal	4.87	487.00
35.	LED Lamp 16- WATT A-21 2200-2700K	100 Each	PHILIPS 16A21/PER/827/P/E26/DIM 120V or Equal	4.71	471.00
36.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LEFLED 8027M42K MOG	125.10	3127.50
37.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024M57A MOG BASE	50.68	1520.40
38.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024E57A MED	50.68	1520.40

			BASE		
39.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LED 8033M57A MOG BASE	44.11	1102.75
40.	MH Lamp, 100 watts, Medium Base, E-17, Average life 10000+ hrs. Open/Close Fixture Syl#64417	50 Each	PHILIPS 250MHC100/U/MP/3K 42367-3 or Equal	32.38	1619.00
41.	MH Lamp, 175 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS 250MH/U 27484-5 or Equal	13.88	1041.00
42.	MH Lamp, 250 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS MH250/U 27484-5 or Equal	13.88	1041.00
43.	MH Lamp, 400 watts, Mogul Base, ED-28, Average life 10000+ hrs.	75 Each	PHILIPS MH400/U/ED28 426023 or Equal	18.67	1400.25
44.	Lamp, MH 400 watts, BT-37	75 Each	PHILIPS MH400/U/ED28 274498 or Equal	13.88	1041.00
45.	MH Lamp, 175 watts, Medium Base, ED17, Average life 10000+ hrs.	50 Each	PHILIPS MH250/U/M 31358-5 or Equal	13.71	685.50
Group C: Light Fixtures, Lens and Related Items					
46.	Lay-In type, 2 FtX4 2GTL4 SWL MVOLT LP840 LED 120V- 277V 82 CRI 4000K	25 Each	Lithonia 2GTL4 SWL MVOLT LP840	83.10	2077.50
47.	Lay-In type, 2 FtX2 2GTL2 A12 120 LP840 LED 120V	30 Each	Lithonia 2GTL2 A12 120 LP840	41.16	1234.80
48.	Lay-In type, 2 FtX2 Ft, U Bent Lamp Electronic ballast 120V	10 Each	Cooper 2G-U6A- 120V-LE3-U	71.33	713.30
49.	Light Fixture, Exit/Emergency Light Combo, Cat. No. LHQM S W 3R 120/277	15 Each	Lithonia LHQM S W 3R 120/277	59.62	894.30
50.	WALL PACK LED 13 WATT	12 Each	LITHONIA OLWX1 LED 13W	62.35	748.20

	120/277V		50K DDB or Equal		
51.	WALL PACK LED 20 WATT 120/277V	15 Each	LITHONIA OLWX1 LED 20W 50K DDB M4 or Equal	62.35	935.25
52.	WALL PACK LED 32 WATT 120/277V	15 Each	HUBBELL LIGHTING PVL3- 180L-5K-035-U-DB or Equal	186.33	2794.95
53.	WALL PACK LED 153 WATT 120/277V	15 Each	HUBBELL LIGHTING LNC4- 44L-4K-105-4-U-DB- 7PR or Equal	597.63	8964.45
TOTAL COST (lines Items #1- #53)					101,707.36

Prices are subject to increases for percentage of increases received from manufacturers with a 30 day notice

Russell Herwick
Joss Lighting

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # 1

DATED August 19 2022

ADDENDUM # _____

DATED _____

SUBMITTED BY:

BIDDER NAME: Voss Lighting

ADDRESS: 2129 Northwest Parkway SE Suite 129

CITY/STATE/ZIPCODE: Marietta, GA 30067

CONTACT NAME: Russell Hanak

EMAIL ADDRESS: russell.hanak@vosslighting.com

BUSINESS PHONE: 770-438-8557

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMDC, WBENC, SBA, etc.,) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation Partnership Sole Proprietor Other

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
<u>Michael H. Voss</u>	<u>6721 Boxelder Cr. Lincoln, NE 68506</u>
<u>Robert L. Jensen</u>	<u>7943 Hunter's Ridge Rd. Lincoln, NE 68516</u>
<u>Robert G. Block</u>	<u>5208 Audreystone Dr. Cary, NC 27518</u>
<u>Stephen E. Sanderson</u>	<u>7417 Plum Creek Dr. Lincoln, NE 68516</u>
<u>Patrick J. Onpal</u>	<u>5100 Larkwood Rd. Lincoln, NE 68516</u>
<u>Jerome Lackey</u>	<u>401 S Village Dr. McKinney, TX 75070</u>
<u>Bennie Aaron Tidwell</u>	<u>12400 Stonecrest Ln. Oklahoma City, OK</u>

END OF SECTION

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed [Insert Dollar Amount approved by the Board of Commissioners \$23,000.00 (Twenty-Three Thousand Dollars and No Cents)]. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to [Insert Contractor Name] is attached.

Lines Awarded to Voss Electrical Co. dba Voss Lighting

Item No	Organization Name	Bid Rank	Quantity	Price	Total Cost
1	Voss Lighting	1	43	16.42	706.06
9	Voss Lighting	1	25	75.26	1881.5
10	Voss Lighting	1	25	72.44	1811
14	Voss Lighting	1	125	6.91	863.75
30	Voss Lighting	1	25	2.07	51.75
31	Voss Lighting	1	25	2.75	68.75
32	Voss Lighting	1	25	3.36	84
34	Voss Lighting	1	100	4.87	487
35	Voss Lighting	1	100	4.71	471
47	Voss Lighting	1	30	41.16	1234.8
50	Voss Lighting	1	12	62.35	748.2
51	Voss Lighting	1	15	62.35	935.25

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS

SECTION 3 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT** , **IS** a Minority or Female owned and controlled business enterprise. Check the appropriate box.

- African American (AABE)
- Asian American (ABE)
- Hispanic American (HBE)
- Native American (NABE)
- White Female American (WFBE)
- Small Business (SBE)
- Service Disable Veteran (SDVBE)
- Disadvantage Business (DBE)

****If yes, Bidder must submit a copy of recent certification with a governmental agency (i.e., Fulton County, City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMDC, WBENC, SBA, etc.).**

Male or Female (Check the appropriate box)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Russell Hanak),
Name

Operations Manager
Title

Voss Lighting
Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Russell Hanak TITLE: Operations Manager

SIGNATURE: Russell Hanak

ADDRESS: 2129 Northwest Parkway SE Suite 129
Marietta, GA 30067

PHONE NUMBER: 770-438-8557 EMAIL: russell.hanak@vosslighting.com

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for the County. Effective January 1, 2023 through December 31, 2023, with two renewal options.

22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0877 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in AN amount not to exceed \$2,155,600.00 with Brannen Motor Company (Unadilla, GA), for the purchase of 49 vehicles for various County agencies. This is a one-time procurement.

This Agreement is effective as of the 1st day of January 2023, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Summit Lighting Solutions
ITBC Contract No. & Title:	22ITBC135037C-GS, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies (C)
Address:	3939 LaVista Rd. Suite E #375 Tucker, GA 30084
Telephone:	(770) 557-0349
Email:	jwarren@summitltg.com
Contact Name & Title:	James W. Warren III, Vice President

This Agreement was approved by the Fulton County Board of Commissioner on November 16, 2022 BOC# 22-0876.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

- Exhibit 1: Solicitation Document
- Exhibit 2: Contractor Bid Form Response (attached)

1. Contract Term

- 1.1 **Initial Term:** The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st day of January 2023 and end on the 31st day of December 2023. The "Commencement Term" of this Agreement shall begin 1st day of January 2023. the starting date and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 **Renewal Terms:** Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2024	12-31-2024
2	12 months	01-01-2025	12-31-2025

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$11,000.00 (Eleven Thousand Dollars and No Cent), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5E6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

SUMMIT LIGHTING SOLUTIONS

DocuSigned by:

James W. Warren III

07B43E05E37B4BC

James W. Warren III
Vice President

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D

Tonya R. Grier
Clerk of the Commission

(Affix County Seal)



DocuSigned by:

ATTEST:

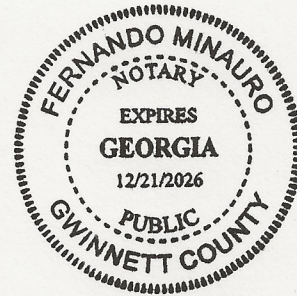
Fernando Minauro

Notary Public

County: Gwinnett Co.

Commission Expires: 12/21/2026

(Affix Notary Seal)



APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

61E8837846AE49C

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

E46C5C6F17FB417

Joseph N. Davis, Director
Department of Real Estate & Asset Management

2022-0876	11/16/2022
ITEM#: _____	RCS: _____
RECESS MEETING	

EXHIBIT 1
SOLICITATION DOCUMENT
(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC135037C-GS, BALLASTS, LAMPS, LIGHT FIXTURES AND RELATED SUPPLIES**

Submitted By: James Warren (Summit Lighting Solutions)

Bid Due Date: Monday, August 22, 2022

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the BidNet Direct on-line System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items #1 Thru #53)

\$ 101,409.35

(Dollar Amount in Numbers)

One Hundred and One Thousand Four Hundred & Nine Dollars and Thirty Five Cents
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per line item complying with the provisions of this ITBC)

Item No.	Item Description	EST QTY	Manufacturer/Brand Part Number	U/P (\$)	Total Cost (\$)
Group A: Ballasts					
1.	Ballasts 13W2/1 13/10 UNV-C 120/277V	40 Each	PHILIPS ADVANCE ICF-2S13-H1-LD or Equal	16.72	718.96
2.	Ballasts 18W 2/1 18W-UNV-C 120/277V	60 Each	Universal C218UNVME or Equal	16.39	983.40
3.	Ballasts 26W 2/1 26W 2/1 26W-UNV-C 120/277V	100 Each	PHILIPS ADVANCE ICF-2S26-H1-LD or Equal	14.59	1459.00
4.	Ballasts CFL 42W 120/277V ICF-2S42- M2-LD	20 Each	PHILIPS ADVANCE ICF-2S42-M2-LD or Equal	20.66	413.20
5.	Electronic Ballast for 4 ft, 2 x T8, 32 watts, 120/277V Fluorescent lamps	300 Each	PHILIPS ADVANCE ICN2P32N35I or Equal	10.32	3096.00
6.	Electronic Ballast for 4 ft, 3 x T8, 32 watts, 120/277V Fluorescent lamps	50 Each	PHILIPS ADVANCE ICN3P32N35I or Equal	12.31	615.50
7.	Electronic Ballast for 4 ft, 4 x T8, 32 watts, 120/277V Fluorescent lamps	150 Each	PHILIPS ADVANCE ICN4P32N or Equal	14.16	2124.00
8.	Ballast Emergency Fluorescent T-8, T- 10 or T-12 120/277V 1 lamp	15 Each	Bodine - B100 or Equal	62.29	934.35
9.	Ballast 250W MH, 120/277V core &	25 Each	PHILIPS ADVANCE 71A5750-001D	87.41	2185.25

	Coil, Multi Tap		or Equal		
10.	Ballast 400W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A6051-001D or Equal	75.66	1891.50
11.	Ballast 175W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5570-001D or Equal	50.90	1272.50
12.	Ballast 100W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5390-001D or Equal	64.03	1600.75
Group B: Lamp & Related Items					
13.	PHILIPS LED Flood Lamp, 7 WATT DIMMABLE	150 Each	7PAR20/LED/F40/840 /E26/GL/DIM 120V 471151 or Equal	10.64	1596.00
14.	PHILIPS LED Flood Lamp, 10 WATT LED	125 Each	10PAR30L/LED/840/F 25/DIM/ULW/120V 529727 or Equal	16.64	2080.00
15.	PHILIPS LED Flood Lamp, 14 WATT LED	250 Each	PHILIPS 14PAR38/LED/F40/ DIM/ULW/120V 529552 or Equal	21.20	5300.00
16.	PHILIPS LED Flood Lamp 9.5 WATT DIMMABLE	60 Each	8.5PAR20/PER/927/F 25/DIM/EC/120V 6/1FB 535260 or Equal	10.64	638.40
17.	PHILIPS Compact FL. Lamp, 26 watt - PL-C - 2-Pin (G24d- 3) Base - 4,100K	150 Each	PHILIPS 26 watt - PL- C - 2-Pin (G24d-3) Base - 4,100K 383240 or Equal	3.52	528.00
18.	GE 97613 Compact FL. Lamp, F26DBX/841/ECO4P	150 Each	GE F26DBX/841/ECO4P 97613 or Equal	3.46	519.00
19.	GE 97610 Compact FL. Lamp, F26DBX1 827/4 Pin or Equal	150 Each	GE PLC26/E/27-39 97610 or Equal	3.46	519.00
20.	GE F18DBX 835/ECO 4 Pin Compact FL. Lamp,	200 Each	GE F18DBX 835/ECO 4 Pin 97600 or Equal	4.81	962.00
21.	SYLVANIA CF13DS/835/ECO	300 Each	SYLVANIA CF13DS/835/ECO 21137 or Equal	3.27	981.00
22.	PHILIPS Fluorescent Lamp F17T8/TL841 ALTO T8	400 Each	PHILIPS F17T8/TL841 ALTO T8 or Equal	2.53	1012.00
23.	PHILIPS Fluorescent Lamp F25T8/TL841 ALTO T8	400 Each	PHILIPS or Equal F25T8/TL841 ALTO T8	3.48	1392.00
24.	PHILLIPS	300	PHILIPS FBO	10.18	3054.00

	Fluorescent Lamp U-Bent FBO 32/841/U6	Each	32/841/U6 ALTO or Equal		
25.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/841/ECO	10,000 Each	PHILIPS F32T8/841/ECO or Equal	2.19	21,900.00
26.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/835/ ECO	3,000 Each	PHILIPS F32T8/835/ECO or Equal	2.19	6570.00
27.	GE Fluorescent Lamp, F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing	300 Each	GE F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing or Equal	10.50	3150.00
28.	SYLVANIA Fluorescent Lamp, FBO31/841 U-Bend	300 Each	SYLVANIA FBO31/841 U-Bend 1-5/8 in. Spacing or Equal	10.50	3150.00
29.	SYLVANIA Tungsten Quartz lamp 250W DC 130 V	25 Each	SYLVANIA 250W DC 130 V or Equal	2.39	59.75
30.	SYLVANIA Tungsten Quartz lamp 250W MC 130V	25 Each	SYLVANIA 250W MC 130V RODUCT CODE 460614 or Equal	2.33	58.25
31.	SYLANVIA Tungsten Quartz lamp 150W MC 130V	25 Each	SYLVANIA 150Q/CL/MC 130V or Equal	3.52	88.00
32.	SYLANVIA Tungsten Quartz lamp 150W DC 130V	25 Each	SYLVANIA Q150CL/DC 130V or Equal	3.52	88.00
33.	LED Lamp 9.5 WATT A-19 2200-2700K	100 Each	PHILIPS 9.5A19/PER/827-22/P/E26/WG 120V or Equal	No Bid	No Bid
34.	LED Lamp 12 - WATT A-21 2200-2700K	100 Each	PHILIPS 12A21/PER/827/P/E26/DIM 120V or Equal	No Bid	No Bid
35.	LED Lamp 16- WATT A-21 2200-2700K	100 Each	PHILIPS 16A21/PER/827/P/E26/DIM 120V or Equal	No Bid	No Bid
36.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LEFLED 8027M42K MOG	118.33	2958.25
37.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024M57A MOG BASE	50.56	1516.80
38.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024E57A MED	50.56	1516.80

			BASE		
39.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LED 8033M57A MOG BASE	41.11	1027.75
40.	MH Lamp, 100 watts, Medium Base, E-17, Average life 10000+ hrs. Open/Close Fixture Syl#64417	50 Each	PHILIPS 250MHC100/U/MP/3K 42367-3 or Equal	No Bid	No Bid
41.	MH Lamp, 175 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS 250MH/U 27484-5 or Equal	14.04	1053.00
42.	MH Lamp, 250 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS MH250/U 27484-5 or Equal	14.04	1053.00
43.	MH Lamp, 400 watts, Mogul Base, ED-28, Average life 10000+ hrs.	75 Each	PHILIPS MH400/U/ED28 426023 or Equal	14.74	1105.50
44.	Lamp, MH 400 watts, BT-37	75 Each	PHILIPS MH400/U/ED28 274498 or Equal	No Bid	No Bid
45.	MH Lamp, 175 watts, Medium Base, ED17, Average life 10000+ hrs.	50 Each	PHILIPS MH250/U/M 31358-5 or Equal	No Bid	No Bid
Group C: Light Fixtures, Lens and Related Items					
46.	Lay-In type, 2 FtX4 2GTL4 SWL MVOLT LP840 LED 120V- 277V 82 CRI 4000K	25 Each	Lithonia 2GTL4 SWL MVOLT LP840	121.94	3048.50
47.	Lay-In type, 2 FtX2 2GTL2 A12 120 LP840 LED 120V	30 Each	Lithonia 2GTL2 A12 120 LP840	59.00	1770.00
48.	Lay-In type, 2 FtX2 Ft, U Bent Lamp Electronic ballast 120V	10 Each	Cooper 2G-U6A- 120V-LE3-U	10.32	103.20
49.	Light Fixture, Exit/Emergency Light Combo, Cat. No. LHQM S W 3R 120/277	15 Each	Lithonia LHQM S W 3R 120/277 Lithonia LHQM LED R M6	95.56	1433.40
50.	WALL PACK LED 13 WATT	12 Each	LITHONIA OLWX1 LED 13W	66.67	800.04

	120/277V		50K DDB or Equal		
51.	WALL PACK LED 20 WATT 120/277V	15 Each	LITHONIA OLWX1 LED 20W 50K DDB M4 or Equal	83.33	1249.95
52.	WALL PACK LED 32 WATT 120/277V	15 Each	HUBBELL LIGHTING PVL3- 180L-5K-035-U-DB or Equal	427.78	6416.70
53.	WALL PACK LED 153 WATT 120/277V	15 Each	HUBBELL LIGHTING LNC4- 44L-4K-105-4-U-DB- 7PR or Equal	361.11	5416.65
TOTAL COST (lines Items #1- #53)					\$101,409.35

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed [Insert Dollar Amount approved by the Board of Commissioners \$11,000.00 (Eleven Thousand Dollars and No Cent)]. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to Summit Lighting Solutions is attached.

Lines Awarded to Summit Lighting

Item No	Organization Name	Bid Rank	Quantity	Price	Total Cost
2	Summit Lighting Solutions	1	60	16.39	983.4
3	Summit Lighting Solutions	1	100	14.59	1459
11	Summit Lighting Solutions	1	25	50.9	1272.5
26	Summit Lighting Solutions	1	3000	2.19	6570
29	Summit Lighting Solutions	1	25	2.39	59.75
48	Summit Lighting Solutions	1	10	10.32	103.2

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS

SECTION 3 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT** , **IS** a Minority or Female owned and controlled business enterprise. Check the appropriate box.

African American (AABE)

Asian American (ABE)

Hispanic American (HBE)

Native American (NABE)

White Female American (WFBE)

Small Business (SBE)

Service Disable Veteran (SDVBE)

Disadvantage Business (DBE)

****If yes, Bidder must submit a copy of recent certification with a governmental agency (i.e., Fulton County, City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMD, WBENC, SBA, etc.).**

Male or **Female** (Check the appropriate box)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (James Warren),
Name

Vice President

Summit Lighting Solutions

Title

Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: James Warren **TITLE:** Vice President

SIGNATURE: *James W. Warren III*

ADDRESS: 3939 Lavista Rd. Suite E #375
Tucker, GA 30084

PHONE NUMBER: (770)557-0349 **EMAIL:** jwarren@summitltg.com

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for the County. Effective January 1, 2023 through December 31, 2023, with two renewal options.

22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0877 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in AN amount not to exceed \$2,155,600.00 with Brannen Motor Company (Unadilla, GA), for the purchase of 49 vehicles for various County agencies. This is a one-time procurement.

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

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22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

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This Agreement is effective as of the 1st day of January 2023, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Regency Lighting, Inc. dba Regency Lighting
ITBC Contract No. & Title:	22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies (D)
Address:	9261 Jordan Ave Chatsworth, CA 91311
Telephone:	(800) 284-2024 x5414
Email:	Isaac.Regenstrcif@regencylighting.com
Contact Name & Title:	Isaac Regenstrcif, Chief Operation Officer

This Agreement was approved by the Fulton County Board of Commissioner on November 16, 2022 BOC# 22-0876.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. Contract Term

- 1.1 **Initial Term:** The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st day of January 2023 and end on the 31st day of December 2023. The "Commencement Term" of this Agreement shall begin 1st day of January 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 **Renewal Terms:** Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2024	12-31-2024
2	12 months	01-01-2025	12-31-2025

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$15,000.00 (Fifteen Thousand Dollars and No Cent), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

Contract

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

REGENCY ENTERPRISES, INC. DBA
REGENCY LIGHTING

DocuSigned by:

Isaac Regenstrief

7F54FFBC82114A7...

Isaac Regenstrief
Chief Operation Officer

ATTEST:

DocuSigned by:

Tonya R. Grier

EFC476C4837648D...

Tonya R. Grier
Clerk of the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

61E8837846AF49C...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

E45C5C5E47FB417...

Joseph N. Davis, Director
Department of Real Estate & Asset Management

ATTEST:

Notary Public Isaac Regenstrief

County: Postal Extra

Commission Expires: Nov. 1/17/2023

(Affix Notary Seal)

California acknowledgment
form is ATTACHED

2022-0876	11/16/2022
ITEM#: _____	RCS: _____
RECESS MEETING	

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of the document

State of California

County of LOS ANGELES

On 04/11/2023 before me, Ehsan Bahadini a notary public

in and for the State of California personally appeared ISAAC JARED REGENSTREIF (PRINCIPAL & AGENT(S) NAMES) who

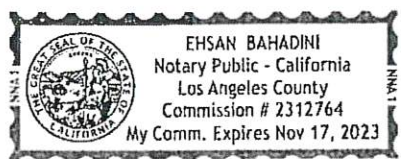
proved to me on the basis of satisfactory evidence to be the person(S) whose name (S) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the name in his/her/their authorized capacity(ies), and that by his/her/their signature (S) on the instrument the person(S), or the entity upon behalf of which the person(S) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature  Seal:

My commission expires :
NOV. 17/2023



TITLE OF DOCUMENTS :
* contract *

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

FORM 3: BID FORM

Submitted To: Fulton County Government

For: 22ITBC135037C-GS, BALLASTS, LAMPS, LIGHT FIXTURES AND RELATED SUPPLIES

Submitted By: Luis Espina

Bid Due Date: Monday, August 22, 2022

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the BidNet Direct on-line System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items #1 Thru #53)

\$ 90,967.40
(Dollar Amount in Numbers)

Ninety Thousand, Nine Hundred Sixty Seven and Forty Cents.
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per line item complying with the provisions of this ITBC)

Item No.	Item Description	EST QTY	Manufacturer/Brand Part Number	U/P (\$)	Total Cost (\$)
Group A: Ballasts					
1.	Ballasts 13W2/1 13/10 UNV-C 120/277V	40 Each	PHILIPS ADVANCE ICF-2S13-H1-LD or Equal	27.52	1100.80
2.	Ballasts 18W 2/1 18W-UNV-C 120/277V	60 Each	Universal C218UNVME or Equal	29.94	1796.40
3.	Ballasts 26W 2/1 26W 2/1 26W-UNV-C 120/277V	100 Each	PHILIPS ADVANCE ICF-2S26-H1-LD or Equal	19.65	1965.00 1065
4.	Ballasts CFL 42W 120/277V ICF-2S42- M2-LD	20 Each	PHILIPS ADVANCE ICF-2S42-M2-LD or Equal	19.65	393.00
5.	Electronic Ballast for 4 ft, 2 x T8, 32 watts, 120/277V Fluorescent lamps	300 Each	PHILIPS ADVANCE ICN2P32N35I or Equal	10.33	3099.00
6.	Electronic Ballast for 4 ft, 3 x T8, 32 watts, 120/277V Fluorescent lamps	50 Each	PHILIPS ADVANCE ICN3P32N35I or Equal	11.13	556.50
7.	Electronic Ballast for 4 ft, 4 x T8, 32 watts, 120/277V Fluorescent lamps	150 Each	PHILIPS ADVANCE ICN4P32N or Equal	12.96	1944.00
8.	Ballast Emergency Fluorescent T-8, T- 10 or T-12 120/277V 1 lamp	15 Each	Bodine - B100 or Equal	47.72	715.80
9.	Ballast 250W MH, 120/277V core &	25 Each	PHILIPS ADVANCE 71A5750-001D	78.92	1973.00

	Coil, Multi Tap		or Equal		
10.	Ballast 400W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A6051-001D or Equal	83.69	2092.25
11.	Ballast 175W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5570-001D or Equal	61.98	1549.50
12.	Ballast 100W MH, 120/277 V core & Coil, Multi Tap	25 Each	PHILIPS ADVANCE 71A5390-001D or Equal	56.22	1405.47
Group B: Lamp & Related Items					
13.	PHILIPS LED Flood Lamp, 7 WATT DIMMABLE	150 Each	7PAR20/LED/F40/840 /E26/GL/DIM 120V 471151 or Equal	4.53	679.50
14.	PHILIPS LED Flood Lamp, 10 WATT LED	125 Each	10PAR30L/LED/840/F 25/DIM/ULW/120V 529727 or Equal	8.01	1001.25
15.	PHILIPS LED Flood Lamp, 14 WATT LED	250 Each	PHILIPS 14PAR38/LED/F40/ DIM/ULW/120V 529552 or Equal	9.87	2467.50
16.	PHILIPS LED Flood Lamp 9.5 WATT DIMMABLE	60 Each	8.5PAR20/PER/927/F 25/DIM/EC/120V 6/1FB 535260 or Equal	11.43	685.80
17.	PHILIPS Compact FL. Lamp, 26 watt - PL-C - 2-Pin (G24d- 3) Base - 4,100K	150 Each	PHILIPS 26 watt - PL- C - 2-Pin (G24d-3) Base - 4,100K 383240 or Equal	3.37	505.60
18.	GE 97613 Compact FL. Lamp, F26DBX/841/ECO4P	150 Each	GE F26DBX/841/ECO4P 97613 or Equal	2.40	360.00
19.	GE 97610 Compact FL. Lamp, F26DBX1 827/4 Pin or Equal	150 Each	GE PLC26/E/27-39 97610 or Equal	3.43	514.50
20.	GE F18DBX 835/ECO 4 Pin Compact FL. Lamp,	200 Each	GE F18DBX 835/ECO 4 Pin 97600 or Equal	3.49	698.00
21.	SYLVANIA CF13DS/835/ECO	300 Each	SYLVANIA CF13DS/835/ECO 21137 or Equal	2.16	648.00
22.	PHILIPS Fluorescent Lamp F17T8/TL841 ALTO T8	400 Each	PHILIPS F17T8/TL841 ALTO T8 or Equal	2.67	1066.67
23.	PHILIPS Fluorescent Lamp F25T8/TL841 ALTO T8	400 Each	PHILIPS or Equal F25T8/TL841 ALTO T8	2.52	1008.00
24.	PHILLIPS	300	PHILIPS FBO		

	Fluorescent Lamp U-Bent FBO 32/841/U6	Each	32/841/U6 ALTO or Equal	9.36	2808.00
25.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/841/ECO	10,000 Each	PHILIPS F32T8/841/ECO or Equal	1.91	19,100.00
26.	PHILIPS Fluorescent Lamp, 4 Ft, F32T8/835/ ECO	3,000 Each	PHILIPS F32T8/835/ECO or Equal	2.72	8160.00
27.	GE Fluorescent Lamp, F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing	300 Each	GE F31T8/SPX35/U - 31 Watt - T8 - U-Bend 1-5/8 in. Spacing or Equal	9.98	2994.00
28.	SYLVANIA Fluorescent Lamp, FBO31/841 U-Bend	300 Each	SYLVANIA FBO31/841 U-Bend 1-5/8 in. Spacing or Equal	9.98	2994.00
29.	SYLVANIA Tungsten Quartz lamp 250W DC 130 V	25 Each	SYLVANIA 250W DC 130 V or Equal	16.88	422.00
30.	SYLVANIA Tungsten Quartz lamp 250W MC 130V	25 Each	SYLVANIA 250W MC 130V RODUCT CODE 460614 or Equal	10.01	250.25
31.	SYLANVIA Tungsten Quartz lamp 150W MC 130V	25 Each	SYLVANIA 150Q/CL/MC 130V or Equal	21.90	547.50
32.	SYLANVIA Tungsten Quartz lamp 150W DC 130V	25 Each	SYLVANIA Q150CL/DC 130V or Equal	15.80	395.00
33.	LED Lamp 9.5 WATT A-19 2200-2700K	100 Each	PHILIPS 9.5A19/PER/827-22/P/E26/WG 120V or Equal	4.44	444.00
34.	LED Lamp 12 - WATT A-21 2200-2700K	100 Each	PHILIPS 12A21/PER/827/P/E26/DIM 120V or Equal	4.87	487.00
35.	LED Lamp 16- WATT A-21 2200-2700K	100 Each	PHILIPS 16A21/PER/827/P/E26/DIM 120V or Equal	5.60	560.00
36.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LEFLED 8027M42K MOG	79.82	1995.50
37.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024M57A MOG BASE	48.20	1446.00
38.	LAMP LED CORN COBB 120-277V	30 Each	Light Efficient Design LED 8024E57A MED	39.69	1190.70

22ITBC135037C-GS

Ballasts, Lamps, Light Fixtures and Related Supplies

Page 4 of 8

			BASE		
39.	LAMP LED CORN COBB 120-277V	25 Each	Light Efficient Design LED 8033M57A MOG BASE	37.80	945.00
40.	MH Lamp, 100 watts, Medium Base, E-17, Average life 10000+ hrs. Open/Close Fixture Styl#64417	50 Each	PHILIPS 250MHC100/U/MP/3K 42367-3 or Equal	20.72	1036.00
41.	MH Lamp, 175 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS 250MH/U 27484-5 or Equal	12.92	969.00
42.	MH Lamp, 250 watts, Mogul Base, E-28, Average life 10000+ hrs.	75 Each	PHILIPS MH250/U 27484-5 or Equal	12.92	969.00
43.	MH Lamp, 400 watts, Mogul Base, ED-28, Average life 10000+ hrs.	75 Each	PHILIPS MH400/U/ED28 426023 or Equal	13.20	990.00
44.	Lamp, MH 400 watts, BT-37	75 Each	PHILIPS MH400/U/ED28 274498 or Equal	10.72	804.00
45.	MH Lamp, 175 watts, Medium Base, ED17, Average life 10000+ hrs.	50 Each	PHILIPS MH250/U/M 31358-5 or Equal	18.30	915.00
Group C: Light Fixtures, Lens and Related Items					
46.	Lay-In type, 2 FtX4 2GTL4 SWL MVOLT LP840 LED 120V- 277V 82 CRI 4000K	25 Each	Lithonia 2GTL4 SWL MVOLT LP840	104.83	2605.00 82
47.	Lay-In type, 2 FtX2 2GTL2 A12 120 LP840 LED 120V	30 Each	Lithonia 2GTL2 A12 120 LP840	72.02	2160.60
48.	Lay-In type, 2 FtX2 Ft, U Bent Lamp Electronic ballast 120V	10 Each	Cooper 2G-U6A- 120V-LE3-U	0	N/A
49.	Light Fixture, Exit/Emergency Light Combo, Cat. No. LHQM S W 3R 120/277	15 Each	Lithonia LHQM S W 3R 120/277	54.93	823.95
50.	WALL PACK LED 13 WATT	12 Each	LITHONIA OLWX1 LED 13W	70.83	849.96

	120/277V		50K DDB or Equal		
51.	WALL PACK LED 20 WATT 120/277V	15 Each	LITHONIA OLWX1 LED 20W 50K DDB M4 or Equal	78.54	1178.10
52.	WALL PACK LED 32 WATT 120/277V	15 Each	HUBBELL LIGHTING PVL3- 180L-5K-035-U-DB or Equal	125.31	1879.65
53.	WALL PACK LED 153 WATT 120/277V	15 Each	HUBBELL LIGHTING LNC4- 44L-4K-105-4-U-DB- 7PR or Equal	188.16	2822.40
TOTAL COST (lines Items #1- #53)					909167.14

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed [Insert Dollar Amount approved by the Board of Commissioners \$15,000.00 (Fifteen Thousand Dollars and No Cent)]. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to Regency Enterprises, Inc. dba Regency Lighting is attached.

Lines awarded to Regency Lighting

Item No	Organization Name	Bid Rank	Quantity	Price	Total Cost
4	Regency Lighting	1	20	19.65	393
6	Regency Lighting	1	50	11.13	556.5
8	Regency Lighting	1	15	47.72	715.8
12	Regency Lighting	1	25	56.22	1405.5
18	Regency Lighting	1	150	2.4	360
25	Regency Lighting	1	10000	1.91	19100
41	Regency Lighting	1	75	12.92	969
44	Regency Lighting	1	75	10.72	804

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Isaac Regenstrief),
Name

Chief Operating Officer
Title

Regency Lighting
Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Isaac Regenstrief TITLE: Chief Operating Officer

SIGNATURE: [Signature]

ADDRESS: 9261 Jordan Avenue Chatsworth, CA 91311

PHONE NUMBER: 818 901 0255 EMAIL: isaac.regenstrief@regencylighting.com

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for the County. Effective January 1, 2023 through December 31, 2023, with two renewal options.

22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0877 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in AN amount not to exceed \$2,155,600.00 with Brannen Motor Company (Unadilla, GA), for the purchase of 49 vehicles for various County agencies. This is a one-time procurement.