



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Director

REQUEST FOR E-QUOTE NUMBER: 16FB101048C

PROJECT TITLE: Floor Coverings and Related Supplies

DEPARTMENT: Real Estate and Asset Management

DUE DATE: February 29, 2016

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

LAST DAY FOR QUESTIONS: February 24, 2016

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

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *February 29, 2016 AT 2:00 P.M.*

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

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:
Felicia Brooks

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

FAX NUMBER:
404-612-0351

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bidding.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
4. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
5. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
6. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
7. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
8. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
9. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
10. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
11. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
12. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions,

proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

13. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
14. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
15. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
16. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received by Accounts Payable.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
 - 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
 - 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name
17. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.

18. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
19. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
20. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
21. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
22. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.
23. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS

Floor Coverings and Related Supplies Real Estate and Asset Management Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide floor coverings and related supplies for the Real Estate and Asset Management Department.

2. CONTACT PERSON

Please contact Felicia Brooks, Procurement Officer by e-mail Felicia.Brooks@fultoncountyga.gov or Fax (404) 612-0351 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

This is a twelve (12) month contract from date of purchase order.

4. PRODUCT/SERVICE SPECIFICATIONS

The successful vendor shall provide commercial floor coverings and related supplies that meet or exceed the specifications listed below, on an "if and when needed" basis.

- A. Vinyl based tiles must meet ASTM FI 700-04.
- B. Glazed ceramic tiles:
 - 1. Floor coverings in areas that are walked on essentially with soft-soled footwear or bare feet without scratching (i.e. domestic bathrooms and bedrooms without direct access from outside) must meet ANSI Standard AI 37.1, Class 1.
 - 2. Floor coverings in areas that are walked on by soft-soled or normal footwear with, at the most, occasional small amounts of this tile must be suitable for light to moderate commercial foot traffic, including offices and commercial rest rooms must meet ANSI Standard A137.I, Class 2.
 - 3. Floor coverings in areas that, with normal footwear, are walked on more often with small amounts of scratching (i.e. halls, kitchens and corridors) must meet ANSI Standard AI37.I, Class 3. Floor coverings in areas that are walked on by considerable traffic with some scratching so that the conditions are the most severe for which glazed tiles are suitable (i.e. entrances, workrooms, inns, and exhibition and salesrooms, as well as other rooms in public and private buildings) must meet ANSI Standard AI37.I, Class 4. QUARRY TILE suitable for commercial or industrial applications such as kitchens, factories or any area requiring

pedestrian safety must meet ANSI Standard AI 37.1 Section 5.2, unglazed quarry tile.

- C. CARPET TILES, 18 x 18", vinyl composite backing non woven fiberglass, PVC secondary coat, PVC adhesive pre-coat tufting substrate yarn top in various colors.
- D. GROUT must hold in vertical joints, must resist temperatures up to 350° F, and must be acid and alkali resistant and resistant against chemical spills. Colors various, including natural.

5. PRICING SHEETS

Item	Product Description	Manuf./ Model#	Estimated Qty	Price EA
1	Vinyl Tile 12" x 12" x 1/8", various colors	Armstrong	25 cs	\$_____
2	Glazed ceramic tile, 8" x 8"	Daltile	20 cs	\$_____
3	Glazed ceramic tile 18" x 18"	Daltile	25 cs	\$_____
4	Glazed ceramic tile, 12" x 12"	Daltile	25 cs	\$_____
5	Glazed ceramic tile, 16" x 16"	Daltile	5 cs	\$_____
6	Porcelain tile, 12" x 12"	Daltile	25 cs	\$_____
7	Quarry tile, 6" x 6" x 1/2"		5 cs	\$_____
8	Quarry tile, 12" x 12" x 1/2"		5 cs	\$_____
9	Carpet tile, 18" x 18"	Mannington	25 cs	\$_____
10	Latex Tile Adhesive, per gallon	Kentile	30 gallons	\$_____
11	Grout, per 25 lb. Bag		15 bags	\$_____
12	Carpet Adhesive per gallon	Roberts - 3095	25 gallons	\$_____

6. SPECIAL CONDITIONS/INSTRUCTIONS

Items listed in the pricing sheet are only a representative sample of the products that the Department may purchase from the vendor, and will be used for price comparisons between vendors.

Orders will be made from this quote and the manufacturer's printed product price list(s) with the applicable discount.

Only materials of the highest quality, correct type, size and length are to be used. All interpretation of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

The successful vendor will comply with all lawful agreements, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

A. INVENTORY:

Location of warehouse: (vendor please enter this information in comment section in vendor self-service system)

Fulton County Public Works/General Services Department reserves the right to reject any bidder who does not provide for inventory within a two (2) hour round trip drive of the Fulton County Government Center located at 141 Pryor St., Atlanta, Georgia, 30303. The bidder understands that having the materials/supplies named above in stock for prompt delivery will be used in selecting the successful vendor.

B. APPROVED EQUIVALENTS:

1. Vendor offering other than the specified item must submit, upon request, and at no cost to Fulton County, one (1) sample of the item(s) quoted. Failure to submit samples within ten (10) days will be grounds for rejection. Samples will be properly marked with vendor's name and item number(s) as specified.
2. Failure to submit the required product literature and information with quote will be cause for rejection of the quote.

C. DELIVERY

Delivery requirements will be determined by the Material Management Manager. The Vendor will be required to respond to requests in accordance with the following criteria:

1. Emergency requests: Delivery within eight (8) hours.
2. High Priority requests: Delivery within seventy-two (72) hours.
3. Routine requests: Delivery within five (5) days.

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

D. AWARD

Award will be made to the lowest, most responsive and responsible vendor.

E. PRICE LISTS

1. The successful vendor agrees to supply three (3) complete sets of manufacturer's product catalogs and price lists, including complete discount schedules applicable to Fulton County within ten (10) days of award. Failure to comply may be cause for an immediate end of the award and appointment of the next lowest responsible vendor.
2. Photocopies of manufacturer's price lists and/or computer printouts must be clear and legible. Blurred copies and distributor inventory price lists are not acceptable.
3. Pencil, typewritten, or pen and ink changes in price lists will not be acceptable.
4. The successful vendor(s) must furnish additional copies of above price lists and supplements of all superseding manufacturer's published price lists during the contract to Fulton County General Services Department upon request at no charge to the County.

5. If during the period of award, the parties cannot mutually agree on the extent of any change in the price lists, Fulton County reserves the right to terminate the purchase order without prejudice. Such changes must be requested and must be approved by Fulton County General Services Department ten (10) business days prior to the effective date shown on the price list.
6. Such changes will be effective the date shown on the price list. If the vendor fails to submit the revised price list in accordance with paragraph 5 above, prices will become effective on the date of approval by Fulton County.

F. DISCOUNTS

Discounts from price lists are firm for the Purchase Order period of one (1) year; however, prices are subject to adjustment according to manufacturer's superseding published price lists and supplement.

G. INVOICING

Invoices for payment will be sent to the following address only:

Real Estate and Asset Management Department
Material Management
Attn: Calvin Gamble
3929 Aviation Circle, Bldg. C.
Atlanta, GA 30336