



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Director

REQUEST FOR E-QUOTE NUMBER: 16MH0427A

PROJECT TITLE: Children with Intellectual and Developmental Disabilities

DUE DATE: May 9, 2016

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

LAST DAY FOR QUESTIONS: May 4, 2016 @ 5:00 P.M.

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

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *[Insert Day, Date]* AT 2:00 P.M.

RESPONSES TO THIS QUOTE MUST BE SUBMITTED VIA FAX OR EMAIL BY THE DATE AND TIME INDICATED.

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:
Mark Hawks

E-MAIL ADDRESS:
Mark.Hawks@fultoncountyga.gov

FAX NUMBER:
(404) 335-5040

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. **SUBMISSION OF RESPONSES.** Responses must be submitted by fax (404) 335-5040 or email to Mark.Hawks@Fultoncountyga.gov . Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor 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.
7. **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.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
9. **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.
10. **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.
11. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers,

employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **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.
15. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.
22. **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

After-school, Weekend, and Summer Programs for Children and Youth with Intellectual and Developmental Disabilities and Family Caregiver Supports and Services Aging and Youth Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide after-school, weekend, and summer Programs for Children and Youth with Intellectual and Developmental Disabilities and Family Caregiver Supports and Services for the Aging and Youth Services Department.

2. CONTACT PERSON

Please contact Mark Hawks by e-mail Mark.Hawks@Fultoncountyga.gov or Fax (404) 335-5040 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

From date purchase order is awarded until December 31, 2016.

4. PRODUCT/SERVICE SPECIFICATIONS

Successful vendors shall provide children and youth with developmental disabilities (inclusive of a very broad spectrum of physical, cognitive, behavioral and emotional challenges) opportunities to participate in programs that will lead to healthier lifestyles, improved social and community skills, greater self-confidence, clearer more positive vision of their future, and ultimately successful inclusion and participation in their school and community environment. Intellectual disability occurs any time before the child turns 18 years of age and is characterized by problems with both intellectual functioning or intelligence such as the ability to learn, reason, and problem solve. Those with an intellectual disability also experience problems with adaptive behavior, which includes everyday social and life skills.

After school, Weekend, and Summer Programs for Children and Youth with Intellectual and Developmental Disabilities and Family Caregiver Supports and Services

1. After-school Fitness Clinic
 - Supplement the Fulton County Special Education Programs during after-school hours by keeping children and youth active and engaged in appropriate Physical activities (gross motor skills and fine motor skills)

2. Skills and Training
 - Provide summer community skills day camp for middle school age youth with developmental disabilities. Activities to cover but are not limited to four main areas of skill acquisition of Life Skills, Social Skills, Behavioral Support and Therapy, and Vocational Ed, while promoting and exercising “Soft Skills” use.
3. Vocational Rehab and Job Site training experience program
 - Provide year round vocational rehab training and job site experience for young adults who have aged out of high school. Activities should include support services to help participants build on skills gained in high school which will allow them to begin the next steps in their journey toward adulthood.
4. Fitness Day Camp
 - Provide an inclusive fall and spring fitness camp to young adults. Activities to include but are not limited to step aerobics, relay races, weight work, medicine ball activities and yoga.
 - Provide an inclusive summer fitness camp for children and youth to encourage movement and socialization with peers, siblings and volunteers. Activities to include but are not limited to gross motor, fine motor, sensory play, cooking classes, intergenerational reading, water play and hikes.
5. Adapted/ Inclusive Softball
 - Provide Spring and Fall adaptive/ inclusive softball for children and youth with developmental disabilities at a facility that is accessible to persons with visual and/or physical impairments.
6. Inclusive social activities and field trips
 - Provide age appropriate activities with peers, siblings and volunteers to encourage socialization. Activities to include but are not limited to movies, bowling, swimming and sporting events.
7. Case Management
 - Provide case management services to ensure participants have linkages to other support services.
8. Caregiver Supports and Services
 - Provide families of participants with supportive services and resources.
9. Collaboration
 - Collaborate with other partners in the delivery of services to participants (i.e. community, non profits, government, businesses).

5. PRICING SHEETS

<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>Unit of Issue</i>	<i>Unit price (\$)</i>
1	After-school, weekend, and summer Programs for Children and Youth with Intellectual and Developmental Disabilities and Family Caregiver Supports and Services	100-200	per person	

6. SPECIAL CONDITIONS/INSTRUCTIONS

Vendor /agency shall answer the following questions in 3 or less pages when they reply to the quote. The pages should be titled, "**SPECIAL CONDITIONS/INSTRUCTIONS**"

All potential vendors shall answer the following questions in order to validate that they have experience:

- 1) What is the official and legal name of your agency (as stated on Agency's Seal or Charter)?
- 2) What is the year of your agency's 501(c) 3 incorporation?
- 3) Describe the purpose of your agency in 75 words or less.
- 4) List program services and activities that will address the requested Scopes of Services being sought (include number of Fulton County children and youth birth to 21 years of age to benefit from this service).
- 5) Please describe past or present program outcome success rate (s) for the program in which you are seeking funding to support. Be sure to indicate the number of total program participants and how they benefited from the program.

Vendor shall provide services for from date purchase order is awarded until December 31, 2016.

7. INSURANCE & RISK MANAGEMENT PROVISIONS (Non-Applicable)