



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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National Purchasing Institute



Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER: 09CR68028YC

WILL BE RECEIVED UNTIL 2:00 P.M. SEPTEMBER 2, 2009

DESCRIPTION: HARDWARE AND SUPPLIES (GENERAL SERVICES DEPARTMENT)

Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at www.fultonvendoreselfservice.co.fulton.ga.us. You must be a registered vendor in order to respond to quotes.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

Table with 3 columns: CONTACT NAME (CYNTHIA RICHARDSON), E-Mail Address (cynthia.richardson@fultoncountyga.gov), Telephone Number (404-612-6959)

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.

*Person submitting this e-quote has 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 QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this 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 Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at <https://fultonvendorelfselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **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.
5. **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.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
7. **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.
8. **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.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog

numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & 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.

SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.

COMPANY: _____ **SIGNATURE:** _____

NAME: _____ **TITLE:** _____ **DATE:** _____

THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 09CR68028YC
Opening Date: SEPTEMBER 2, 2009 2:00 P.M. EST

HARDWARE SUPPLIES
GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Hardware and Supplies for the General Services Department.

2. CONTACT PERSON

Please contact Cynthia Richardson, Procurement Officer at 404-612-6959, or by e-mail cynthia.richardson@fultoncountyga.gov, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website (www.fultonvendorselfservice.co.fulton.ga.us). You must provide a copy of your current Business License in order to complete the vendor registration process.

3. PRODUCT/SERVICE SPECIFICATIONS: HARDWARE AND SUPPLIES

The items listed below are only a representative sample of the products that the department may purchase from the vendor, and will be used for procurement and 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.

4. PRICING SHEETS

Item	Description	Mfg Name & Part #	Price	Unit	Estimated Qty
1	Sheetrock Screws, Size 1"	_____	\$_____	per Box	10 bxs
2	Sheetrock Screws, Size 1 ½"	_____	\$_____	per Box	10 bxs

3	Sheetrock Screws, Size 2"	_____	\$_____	per Box	10 bxs
4	Sheetrock Screws, Size 3"	_____	\$_____	per Box	10 bxs
5	Torch Head Self Light Propane / Mapp gas	_____	\$_____	Each	12ea
6	Caulk Gun 10.5 oz	_____	\$_____	Each	12ea
7	Litter Pick Up Sticks	_____	\$_____	Each	36ea
8	Knee Pads non Skid Foam Core	_____	\$_____	Each	12ea
9	Soap,Hand, Pumice Hand Soap, Container Size 22 fl Ounces, Lemon Hand Cleaner	_____	\$_____	Each	36ea
10	Construction Adhesive Liquid Nails 10oz	_____	\$_____	Each	60ea
11	Adhesive General Purpose Adhesive, Size 3 Grams Tube, Bonds Rubber, Metal, Ceramics and Plastics	_____	\$_____	Each	36ea
12	Sand paper with Paper back, 80 GRIT	_____	\$_____	Pack	6ea
13	Sand paper with Paper back, 100 GRIT	_____	\$_____	Pack	6ea
14	Sand paper with Paper back, 120 GRIT	_____	\$_____	Pack	6ea
15	Door stop, Dome type, 1" height, x 2 x 1 5/8"	_____	\$_____	Each	24 ea
16	Self drilling screws, Hex. Washer head, Size #10 x 1"	_____	\$_____	Each	2,000ea

17	Self drilling screws, Hex. Washer head, Size #12 x 1"	_____	\$_____	Each	2,000ea
18	Self drilling screws, hex. Washer head, Size 1/4" x 1"	_____	\$_____	Each	2,000ea
19	Self drilling screws, Hex. Washer head, Size 1/4" x 1 1/2"	_____	\$_____	Each	2,000ea
20	TAPCON Masonry Anchors, Size 3/16" x 1 1/4"	_____	\$_____	Each	250 ea
21	TAPCON Masonry Anchors, Size 1/4" x 1 1/4"	_____	\$_____	Each	250 ea
22	Wedge Anchor,Stl,1/2x5 1/2 L, Fully Threaded, Carbon Steel , Thread Size 1/2-13, Overall Length 5 1/2 In, Thread Length 3 In, Min Embedment 2 1/4 In	_____	\$_____	Pk 25	10ea
23	Wedge Anchor,Stl,1/2x3 3/4 L, Fully Threaded, Carbon Steel Thread Size 1/2-13, Overall Length 3 3/4 In, Thread Length, 2 1/4 In, Min Embedment 2 1/4 In	_____	\$_____	Pk 25	10ea
24	Plastic Anchor Kit, #10 x 1 1/4"	_____	\$_____	Each	24ea
25	Plastic Anchor Kit, #12 x 1 1/4"	_____	\$_____	Each	
26	Caulk Silicone 100% Clear	_____	\$_____	Each tube	160 ea
27	Duct Tape 2" Gray	_____	\$_____	Each	24 ea

28	Tube Grease General Purpose	_____	\$_____	Each tube	24 ea
29	Pad lock set of 4 1- 1/2" shank keyed alike	Master Lock 140QLH	\$_____	Each set	20 sets
30	Pad lock 1-1/2" shank	Master Lock 3KADLF	\$_____	Each	25 ea
31	Pad lock 1 in shank	Magnum 803 D	\$_____	Each	25 ea
32	Pad lock 2-1/2 in shank	Master Lock KADLJ	\$_____	Each	30 ea
33	Thread Sealer (Locktite)	_____	\$_____	Each	36 ea
34	Duct Tape 2" Black	_____	\$_____	Each	24 ea
35	Foam Sealant Spray Type	_____	\$_____	Each	50 ea
36	Gloves Plumber Gloden Grab	Ansell 16- 347	\$_____	Pair	30 pr
37	Gloves Work Type Leather Palm	_____	\$_____	Pair	100 pr
38	Gloves disposable large latex	_____	\$_____	Pair	24 pr
39	Gloves brown jersey	_____	\$_____	Pair	350 pr
40	Glazing Compound Window White	_____	\$_____	Each	48 ea
41	Hasp 4-1/2"	_____	\$_____	Each	48 ea
42	Snap Hook	_____	\$_____	Each	20 ea
43	Oil 2 Cycle	_____	\$_____	btl	96btl
44	Oil 30 wt Non Detergent	_____	\$_____	qt	24 ea
45	Oil 10w40 sae	_____	\$_____	Each	24 ea
46	Shovel round point 48" handle blade 8- 3/4x11-3/4	_____	\$_____	Each	16 ea
47	Shovel square point 48" handle blade 9- 3/4x13-1/2	_____	\$_____	Each	8 ea
48	Push broom 24" with handle	_____	\$_____	Each	12 ea
49	Warehouse broom	_____	\$_____	Each	12 ea

50	Penetrating oil WD 40	_____	\$_____	Each	24 ea
51	Nozzle water hose grip type	_____	\$_____	Each	30 ea
52	Water hose 100ft heavy duty	_____	\$_____	Each	12 ea
53	Water hose 50ft heavy duty	_____	\$_____	Each	14 ea
54	Trash Bags heavy duty contractor type	3 Mil Plastic	\$_____	bx	46 bxs
55	Door stop kick down type brass	_____	\$_____	Each	50 ea
56	Door stop kick down type chrome	_____	\$_____	Each	50 ea
57	Garden sprayer 2 gal	_____	\$_____	Each	16 ea
58	Rope TW poly type ¼ in	_____	\$_____	Ft	1,000 ft
59	Rope TW poly type 3/8 in	_____	\$_____	Ft	1,000 ft
60	Chain zinc plated ¼ in	_____	\$_____	Each	200 ft
61	All purpose cleaner (Simple Green)	_____	\$_____	Each	60 ea

5. SPECIAL CONDITIONS/INSTRUCTIONS

DISCOUNTS

Discounts from price list are firm for the contract period; however, prices are subject to adjustment according to manufacturer's superseding published price lists and supplement, subject to the conditions.

Inventory of hardware & supplies must be within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303?

Fulton County reserves the right to reject any quoter who does not maintain an inventory within a fifty (50) mile radius of the Fulton County Government Center at 141 Pryor Street, Atlanta, Georgia. The quoter understands that having the materials/supplies named above in stock for prompt delivery will be used in selecting the successful bidder

Delivery

Delivery requirements will be determined by the material manager. The quoter is required to respond to requests in accordance with the following criteria:

A. Emergency Requests: within 8 hrs from the time of order

B. High Priority Requests: within 72 hrs from the time of order

C. Routine Requests: within 5 days from the time of order

Prices quoted will include all transportation charges fully prepaid to the Fulton County General Services Department, Material Management, 3929 Aviation Circle, Building C., Atlanta, Georgia;

Invoicing

Invoices submitted against the contract must include the purchase order number, item number(s) and item description(s), list prices and applicable discounts and net prices. The quoter may be required at times to furnish items not designated in this bid. The invoice must clearly indicate that these items were not included in the original quote. Under this circumstance, the quoter must indicate on the invoice the applicable price list(s) for this item(s). If this price list(s) was not previously supplied the quoter will include it with the submission of the invoice. Failure to submit this information may result in the invoice being rejected for payment.

Invoices will be returned unpaid to the contractor when one of the following conditions exists:

- A. Invoices do not contain all the required information.
- B. List price on the invoice does not correspond to the latest price.

Invoices for payment will be sent to the following address:

Material Management
General Services Department
3929 Aviation Circle, Bldg. C.
Atlanta, Ga. 30336

6. INSURANCE & RISK MANAGEMENT PROVISIONS: N/A