



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000- 2008 Achievement of Excellence in Procurement Award
National Purchasing Institute

Jerome Noble, Director



REQUEST FOR QUOTE NUMBER: 09DM64979YC
WILL BE RECEIVED UNTIL NOVEMBER 17, 2008 @ 2:00 P.M.

DESCRIPTION: TEMPORARY NURSE STAFFING (HUMAN 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.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 QUOTE PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR QUOTE BEING FOUND NON-RESPONSIVE.

CONTACT NAME: DELORES MILES
E-Mail Address: delores.miles@fultoncountyga.gov
Telephone Number: 404-612-5815

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

Company Name:

Company Address:

City State Zip Code

Telephone Number: Fax Number: E-Mail Address:

RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendoreselfservice.co.fulton.ga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print) Date

Title

\*Signature of the person submitting QUOTE:

\*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 for Quote shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendors agree to furnish the product(s) and/or services 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 may be submitted for quotes on the Vendor Self Service system at [www.fultonvendorelfselfservice.co.fulton.ga.us](http://www.fultonvendorelfselfservice.co.fulton.ga.us). Responses 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. **NO BID.** Persons desiring not to submit a quote should do so on-line.
5. **NON-COLLUSION.** Bidder certifies that this quote 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 Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors,

successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its 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 QUOTE.** Quotes 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 quote.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart

from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

**REQUEST FOR QUOTE SPECIFICATIONS**  
**QUOTE NUMBER: 09DM64979YC**  
**OPENING DATE: NOVEMBER 17, 2008 @ 2:00 P.M.**

**TEMPORARY NURSE STAFFING**  
**HUMAN SERVICES DEPARTMENT**

**1. DESCRIPTION**

The Fulton County Purchasing & Contract Compliance Department is soliciting quotes from qualified vendors to provide Temporary Nurse Staffing to the Human Services Department on an as needed basis for the year 2009.

**2. CONTACT PERSON**

Please contact Delores Miles at (404) 612-5815 or by e-mail [delores.miles@fultoncountyga.gov](mailto:delores.miles@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 Fulton 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.fultonvendorservice.co.fulton.ga.us](http://www.fultonvendorservice.co.fulton.ga.us)). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

**3. SERVICE SPECIFICATIONS:**

Program Description: The Adult Day Program is a community-based program providing services to senior adults, age 55 and over, who are functionally impaired and in need of medical supervision. The objective of the program is to promote medical stability, maintain optimal capacity for self-care, provide respite for caregivers and maximize individual participant's functional ability. The program assists participants recovering from acute illness injuries, facilitates obtaining rehabilitative services, and supports those living with chronic illness. The program offers a safe and comfortable environment that promotes an opportunity for participants and family members to participate in cultural and social activities and provides a multifaceted monthly activity schedule. Every effort is made to advance the welfare and best interest of the family and the individual participant's life. All services occur in an environment that promotes a healthy sense of respect, dignity and consideration. The program operates Monday through Friday, from 7:00 a.m. to 7:00 p.m.

**Scope of services:**

The successful bidder must provide temporary staffing of professional nursing staff in the absence of full-time staff. Absences will occur as a result of vacation leave, sick leave, emergency leave, court leave or leave of absence.

The office of aging staff will notify the successful vendor one week in advance for planned leave, such as vacation leave or planned medical leave.

The successful bidder must be able to locate and dispatch a qualified temporary staff within sixty (60)

minutes of the request of designated office of aging staff, resulting from sick leave or emergency leave.

The successful bidder must be available to accept emergency requests for staffing 24-hours a day.

The successful bidder must provide the following for any staff used in the Fulton county program.

Background check  
Liability insurance

General duties: the Adult Day Program provides assistance with activities of daily living, as needed and as indicated on the participant's care plan. Personal care services are provided under the supervision of the nursing staff. Common tasks include:

Assistance with client bathing  
Personal hygiene  
Grooming  
Dressing  
Toileting  
Ambulating  
Medication monitoring  
Charting  
Eating

Essential duties: there are numerous physical and personal care services needed by participants. These include:

Dressing  
Meal assistance  
Monitoring vital signs  
Maintaining ongoing case review  
Caregiver healthcare correspondence  
Health care documentation

**Physical demands:**

Transferring of participants in need of assistance from wheelchair to toilet, or chair  
Assistance with gross motor movements (walking and exercise)

**Program locations:**

Dorothy c. Benson senior multipurpose complex  
6500 Vernon Woods DR  
Sandy Springs, GA

Harriett g. Darnell senior multipurpose facility  
677 Fairburn RD NW  
Atlanta, GA

HJC Bowden senior multipurpose center  
2885 Church Street  
East point, GA 30344

Helene s. Mills senior multipurpose facility  
515 John Wesley Dobbs  
Atlanta, GA

**4. PRICING QUOTE:**

Hourly rate for:

Licensed Practical Nurse \$\_\_\_\_\_/per hour

Certified Nursing Assistant \$\_\_\_\_\_/per hour

**5. SPECIAL CONDITIONS AND INSTRUCTIONS:****Certification requirements:**

Certified Nursing Assistant-Georgia Certification (CNAs)

Valid state of Georgia Board of Nursing Licensed Practical Nurse (LPNs)

## 6. INSURANCE AND RISK MANAGEMENT PROVISIONS

**INSURANCE REQUIREMENTS:** Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the bid/proposal evidence of insurability satisfactory to the County as to form and content. Either of the following forms of evidence are acceptable:
  - a. A letter from an insurance company stating that upon your firm/company being the successful bidder/respondent that a Certificate of Insurance shall be issued in compliance with the Insurance Requirements outlined below.
  - b. A Certificate of Insurance complying with the Insurance Requirements outlined below.
- C. Upon award, the Contractor must maintain, at their expense, insurance in at least the following amounts and types outlined below. Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.
- D. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appear on the Certificate of Insurance.
- E. The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department  
 130 Peachtree Street, S.W.  
 Suite 1168  
 Atlanta, Georgia 30303-3459

### 1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

EMPLOYER’S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000

### 2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

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

### 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

- |    |  |                 |   |             |
|----|--|-----------------|---|-------------|
| 4. | <b>ELECTRONIC DATA PROCESSING LIABILITY</b><br>(Required if computer contractor)                         | Limits          | - | \$1,000,000 |
| 5. | <b>UMBRELLA LIABILITY</b><br>(In excess of above noted coverage's)                                       | Each Occurrence | - | \$3,000,000 |
| 6. | <b>PROFESSIONAL LIABILITY</b><br>(Required if respondent providing quotation for professional services). | Each Occurrence | - | \$5,000,000 |
| 7. | <b>FIDELITY BOND</b><br>(Employee Dishonesty)  | Each Occurrence | - | \$ 100,000  |

**Insurance in no way Limits the Liability of the Respondent.**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

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

**COMPANY:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**END OF SPECIFICATIONS**