



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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



FELICIA STRONG-WHITAKER, INTERIM DIRECTOR

REQUEST FOR QUOTE NUMBER: 09CR67231C

WILL BE RECEIVED UNTIL 2:00 P.M. April 3, 2009

DESCRIPTION: SITE BENCHES (GENERAL SERVICES)

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@fultoncountyga.gov 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.

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.

RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendoreselfservice@fultoncountyga.gov BY THE TIME AND DATE INDICATED.

*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 www.fultonvendorselfservice.co.fulton.ga.us.. 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 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 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: 09CR67231C

Opening Date: April 3, 2009

SITE BENCHES GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Site Benches for the Fulton County General Services Department

2. CONTACT PERSON

Please contact Cynthia Richardson 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.fultonvendorelfservice.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. PRODUCT/SERVICE SPECIFICATIONS: SITE BENCHES

A total of Four (4) surface mount, metal benches will be required for this project. All benches (4 each) will be six feet long. Benches shall be Rendezvous Bench Series as offered by Landscape Fusion Manufacturing, Inc. 1-800-231-1327 (see product model number and description below), or **approved equal**.

Description:

Four (4) Rendezvous 6' Bench with Back – Rib Pattern in Green (L1369) 6' plastisol coated, slotted, steel contour bench with portable/surface mount legs.

- A. Contour style bench seat shall be 72.19" in length; bench overall length shall be 75.44". Seat shall be 10-gauge slotted steel with a .75" gap slotted pattern. Seat shall be plastisol coated with an average thickness of 93 mils and finished with high-gloss patented TopCoat. Legs shall be 1.50" square steel tubing, zinc plated

for rust protection and shall be finished with high-gloss powder coat. Legs shall have tabs with predrilled holes for surface mount capability (mounting hardware not included).

B. TopCoat® -- patented high-gloss finish resists UV deterioration, mildew, staining and fading. TopCoat® -- tested to the requirements of ASTM E 1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.

C. Includes stainless steel assembly hardware.

4. PRICING SHEETS:

Four (4) each Rendezvous 6’ Bench with Back-Rib Pattern in Green (L1369) 6’ plastisol coated, slotted, steel contour bench with portable/surface mount legs. **Price shall include design, construction, labor, materials, shipping and all other items required to complete the project as described.**

Item No.	Description	Qty	Unit	Unit Price	Extended Price
1	Rendezvous 6’ Bench with Back – Rib Pattern in Green (L1369) or an approved equal	4	Only	\$	\$
2	Delivery Days ARO: _____				

5. SPECIAL CONDITIONS/INSTRUCTIONS:

SUBSTITUTIONS OF PRODUCTS

If the vendor wishes to propose the use of any product other than those specified in this document, the bid submittal must include all technical specification data for the product. The benches must meet stated requirements for quality of materials, quality of design, quality of workmanship and technical performance. Aesthetic design will be reviewed and may be used as a reason to reject a substitution. A sample of a proposed bench may be requested to be made available for inspection. If so, the bench will be delivered to a County facility by the vendor and be available to the County for inspection for a period of not less than 24 hours.

WARRANTY

The contractor shall warrant that products detailed will not:

- a. For the period of seven years immediately after customer receives the product. Fusion coatings warrants to the original purchaser that all plastisol components coated with patented “Top Coat” process are in all material respects free from latent defects in material and workmanship. This will apply to chipping, cracking, and peeling.

- b. General 7 year warranty for defects from shipping date.

Defects and failures shall be replaced free of any charge to Fulton County during above warranty periods. At the completion of the project the contractor will provide a written warranty to Fulton County. Final payment will be withheld until the warranty is received. The written warranty shall include the following information:

- 1) The agreed upon date of final completion which will be the warranty start date.
- 2) The warranty end date(s).
- 3) The contractors full contact information for warranty call-back items.
- 4) The manufacturer's information for product warranties. Pay particular attention to manufacturer warranties that may extend past the one-year period.
- 5) A warranty statement signed by the contractor.

INVOICING

Invoice should be sent to the address below to expedite payment of invoice.

General Services Department
Attn: Building Construction Division
3977 Aviation Circle
Atlanta, GA 30336

Invoices submitted against the contract must include the purchase order number, item number(s) and item description(s), and net prices.

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. Price on the invoice does not correspond to the bid price.
- c. Work is not complete as per specifications.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract. Parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

DELIVERY

Installation shall be the sole responsibility of the County. All benches to be delivered to the following address:

General Services Department, Building Construction Division
Attn: Building Construction
3977 Aviation Circle
Atlanta, GA 30336
(404) 285-1307

6. INSURANCE REQUIREMENTS: N/A