



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: 09CR67347YC

WILL BE RECEIVED UNTIL 2:00 PM APRIL 13, 2009

DESCRIPTION: BOOTS AND SHOES, MALE AND FEMALE (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.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.

RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendoreselfservice.co.ga.us 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](http://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 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: 09CR67347YC**  
**OPENING DATE: APRIL 13, 2009**

**BOOTS AND SHOES, MALE AND FEMALE**  
**GENERAL SERVICES DEPARTMENT**

**1. DESCRIPTION:**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Boots and Shoes, Male and Female for the Fulton County General Services Department on an as needed basis for a 12-month period beginning date of award.

**2. CONTACT PERSON**

Please contact Cynthia Richardson, Procurement Officer, at 404-612-6959 or by e-mail [cynthia.richardson@fultoncountyga.gov](mailto: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.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. PRODUCT/SERVICE SPECIFICATIONS**

Size range (6 through 15) including ½ sizes, Width (Narrow through 3E)

1. Boot must feature OSHA approved steel toe with nail proof soles.
2. Slip resistant and oil resistant soles must be on each pair of boots.
3. The upper portion of the boots must be made of premium leather.
4. Tongue and collar of boots are to be padded.

5. Sizes and styles must be available to both men and women to include extra wide and narrow widths and large sizes in boots. Color: Black
6. Boot linings are to be constructed of high-density material such as “thins-u-late lining”, making the boot wear comfortably.
7. Insoles are to be made of leather and the boots offer contour cushioned heels and arch support.
8. Boots that are waterproof along with above mentioned features must be made available.
9. Insulated boots for cold weather.

**Group B:**

**Specifications:** Size range from (6 through 15)

**Note: All boots and shoes must be OSHA approved.**

**4. PRICE QUOTE:**

**GROUP – A**

Specifications: Size range (7 through 15) including ½ sizes Width (narrow through 3E)

1. Work Boot “6” full grain leather, removable PU foot bed, oil slip resistant dual density PU cascade I sole, direct attach non-welt construction, non metallic shank, steel toe cap electrical hazard. Color: Black, Style #: Worx 5227 or equal.  
Male Model # \_\_\_\_\_ \$ \_\_\_\_\_
2. Work Boot “6” Full grain oil tanned black leather, removable PU foot bed, oil slip resistant ENDURANCE arrowhead sole, direct attach welt construction, steel shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5565 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
3. Work Shoe, Full grain tumbled leather, removable PU footbed superior slip resistance rubber star grip sole, cement construction, non metallic shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5334 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
4. Work Shoe, Soft PU coated black leather ,removable EVA footbed, oil slip resistant rubber cup sole, cement construction, non metallic shank non metallic toe cap, electrical hazard. Style #: Worx 6513 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
5. Oxford Shoe, Full grain tumbled black leather, removable PU - SD footbed, oil slip esistant crosscut wedge sole, cement construction, steel shank, steel toe cap,

- electrical hazard. Color: Black, Style #: Worx 5411 or equal  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
6. Work Boot "6" Full grain black leather, removable PU - SD foot bed, oil slip resistant ENDURANCE arrowhead sole; direct attach welt construction, steel shank, steel toe cap, static dissipative. Color: Black, Style #: Worx 5661 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
  7. Low cut Sport Shoe, Soft PU coated black leather, removable PU footbed, slip resistant SSRT diamond sole, cement construction, non – metallic shank, non metallic toe cap, electrical hazard. Color: Black, Style #: Worx 6550 or equal  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
  8. Work Boot Full grain black leather, removable PU - SD foot bed, superior slip resistant rubber star grip sole, Goodyear welt construction, non metallic shank, steel toe cap. Color: Black, Style #: Worx 5335 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
  9. Sport /Work Full grain black leather, removable PU footbed, oil slip resistant PU rubber falcon sole, cement construction, steel shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5500 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
  10. Work Boot, 6" Full Grain Black Leather w/Abrasion Resistant nylon panels, removable PU footbed, oil slip resistant PU cascade I sole, direct attach non - welt construction, non metallic shank, non metallic toe cap, electrical hazard. Color: Black, Style #: Worx 5266  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
  11. Work Boot, 6" Full grain black leather, removable PU footbed, ENDURANCE multitrac sole, direct attach non welt construction non metallic shank, non metallic toe cap. Color: Black, Style #: Worx 5535 or equal  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
  12. Oxford Shoe, Full grain tumbled black leather, removable PU - SD footbed, oil lip resistant crosscut wedge sole, cement construction, steel shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5430 or equal  
Female Model# \_\_\_\_\_ \$ \_\_\_\_\_
  13. Low cut Sport Shoe, Soft PU coated black leather, removable PU footbed, slip resistant SSRT diamond sole, cement construction, non – metallic shank, non metallic toe cap, electrical hazard. Color: Black, Style #: Worx 6553 or equal  
Female Model# \_\_\_\_\_ \$ \_\_\_\_\_
  14. Sport /Work Full grain black leather, removable PU footbed, oil slip resistant PU rubber falcon sole, cement construction, steel shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5505 or equal.  
Female Model # \_\_\_\_\_ \$ \_\_\_\_\_
  15. Work Boot 6", Full grain tumbled leather, removable PU - SD footbed oil / slip resistance cross cut wedge sole, cement construction, steel shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5433 or equal.

Female Model# \_\_\_\_\_ \$ \_\_\_\_\_

16. Work Boot 6" Work Shoe, Full grain black tumbled leather, removable PU - SD footbed superior slip resistance rubber star grip sole, Goodyear welt construction non - metallic shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5345 or equal.  
Female Model# \_\_\_\_\_ \$ \_\_\_\_\_
17. Work Shoe, Full grain tumbled leather, removable PU footbed superior slip resistance rubber star grip sole, cement construction, non metallic shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5344 or equal.  
Female Model # \_\_\_\_\_ \$ \_\_\_\_\_
18. Sport Shoe, Soft PU coated black leather, removable PU footbed, superior slip resistance SSRT diamond sole, cement construction, non – metallic shank, non metallic toe cap, electrical hazard. Color: Black, Style #: Worx 6552 or equal  
Male Model # \_\_\_\_\_ \$ \_\_\_\_\_
19. Work Boot 8", Soft PU coated black leather with nylon panels, removable PU footbed, oil slip resistant rubber cup sole, cement construction, instep zipper, steel shank, steel toe cap, electrical hazard : Black. Style #: Worx 5553 or equal.  
Male Model # \_\_\_\_\_ \$ \_\_\_\_\_
20. Work Boot 8", Soft PU coated black leather with nylon panels, removable PU footbed, oil slip resistant PU Cascade I sole , direct attach non welt construction, instep zipper, non metallic shank, non metallic toe cap, electrical hazard Color: Black. Style #: Worx 5290 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
21. Work Boot 6" Work Shoe, Full grain tumbled black leather, removable PU - SD footbed oil / slip resistance dual density cross cut wedge sole, cement construction, steel shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5413 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_
22. Sport /Work Full grain leather with nylon panels, removable PU - SD footbed, oil slip resistant SSRT sole, cement construction, steel shank, steel toe cap, electrical hazard. Color: Black, Style #: Worx 5373 or equal.  
Male Model# \_\_\_\_\_ \$ \_\_\_\_\_

### **GROUP – B**

**Specification:** Size range from (6 through 16)

23. Premium Quality Rubber Boots, ozone – resistant rubber upper, oil resistant nitrate rubber out sole 100% water proof, rust resistant buckles, oil & ozone – resistant rubber lug sole with defined heel & shovel arch guard. Color: Black, Style # Worx 5901  
\$ \_\_\_\_\_

24. Delivery Days ARO: \_\_\_\_\_

## 5. SPECIAL CONDITIONS / INSTRUCTIONS

### AUTHORIZATION TO PLACE CALLS

The following is a list of personnel authorized to place calls against this contract. Failure to receive proper authorization prior to providing the service and/or parts can be grounds for nonpayment of the invoice.

Calvin Gamble  
Material Management Manager  
3929 Aviation Cir.Bldg C

**NOTE:** Selected vendor must be able to offer boots/shoes on site for fitting and selection.

### REFERENCES

Vendor(s) shall submit with quote a minimum of three (3) references (business associates) of directly related experience. The references must contain the following information:

1. Company name
2. Contact person
3. Address
4. Telephone & Fax numbers
5. Brief description project

### DELIVERY

Delivery requirements will be as required by the individual department authorized personnel. Failure to adhere to this delivery schedule can be grounds for termination of the contract.

### INVOICING

Invoice should be sent to the address of the requesting division listed above **(AUTHORIZATION TO PLACE CALLS)** to expedite payment of invoices.

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

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

1. Invoice does not contain all the required information. Include a purchase order number and a detailed description of the requested service.
2. Price on the invoice does not correspond to the quote price.

## 6. INSURANCE & RISK MANAGEMENT PROVISIONS: N/A