DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

FULTON COUNTY

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

OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD NIGP

Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER: 09CR69614YC

WILL BE RECEIVED UNTIL 2:00 P.M. SEPTEMBER 25, 2009

DESCRIPTION: ROOFING MATERIALS AND SUPPLIES (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.fultonvendorselfservice.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.

CONTACT NAME:	E-Mail Address :	Telephone Number:
CYNTHIA RICHARDSON	cynthia.richardson@ fultoncountyga.gov	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://fultonvendorselfservice.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: 09CR69614YC
Opening Date: SEPTEMBER 25, 2009 2:00 P.M. EST

ROOFING MATERIALS AND SUPPLIES
GENERAL SERVICES

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to furnish Roofing Materials and Supplies for the General Services Department for a twelve (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, 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 DESCRIPTION: Furnish Roofing Materials and Supplies

3.1 GROUP A – GLASS FIBERED ROOF COATING (Non-asbestos, fibrated Asphalt Emulsions)

All materials shall comply with ASTM D1227 and be tested in accordance with ASTM D2939.

Minimum Requirements:

A. Asphalt emulsion containing fiberglass filaments and no volatile organic compounds
B. Minimum shelf life of one year after delivery
C. Weight per US Gallon: Min 8.2 lbs., Max 9.0 lbs.
D. Residue by evaporation: Min 45%, Max 55%
E. Ash content of residue: Min 5%, Max 25%
F. Water content: Min shall be within 2 percentage points of the difference between 100 and the percentage residue by evaporation, subject to a

maximum of 55%

G. Service temperature: 40°F or higher
H. Firm set maximum 24 hrs. however material must be dry to touch within 8 ce with ASTM D2939
I. Flexibility of cured coat: In accordance with ASTM D2339

a. GROUP B – ELASTOMERIC ROOF COATINGS

All material offered under this category must comply with the testing requirements of ASTM D3105, Paragraph 4.4.4, Section 5.

Minimum Requirements:

A. Drying time: At 70° F and 50% relative humidity, the material must be able to sustain foot traffic within 3 hours of application
B. Minimum application temperature: 45° F
C. Coverage: 100 sq. Ft. per Gallon, drying with a minimum thickness of 10 mils per coat
D. Tensile properties: In accordance with ASTM D412.

b. GROUP C – OTHER MATERIALS

A. SHINGLES

All materials in this category shall comply with ASTM D3018, Type I; ASTM D3161, Type I and ASTM 3462.

Minimum Requirements:

Shingles in this category include Organic felt or Glass mats saturated or impregnated and coated on both sides with a hot asphaltic material and completely surfaced on the weather side with mineral granules embedded in the coating. The reverse side shall be covered with a suitable material to prevent the shingles from sticking together. Type I shingles shall have factory applied adhesive that will seal the shingles together after application. Color selection shall be specified at the time of ordering.

B. PRIMERS

Material under this category shall be suitable for damp proofing and waterproofing below and above ground level and for application to concrete and masonry surfaces. Material shall be fully compatible with all other manufactured products for roofing.

1. Asphalt primers shall comply with ASTM D41, be asbestos free with a minimum application rate of ½ to 1 gallon per 100 sq. ft., supplied in 5 Gallon containers.
2. Coal Tar Primers shall comply with ASTM D43, be asbestos free with a minimum application rate of ½ to 1 gallon per 100 sq. ft., supplied in 5 Gallon containers.

C. MASTICS

All material under this category shall be certified to be asbestos free by the manufacturer. The application rate shall be between 2 – 4 gallons per 100 sq. ft., with a film thickness of 1/16” to 1/8”, as supplied by manufacturer.

1. Asphalt roof mastic: Shall comply with ASTM D4586 and be formulated for use in flashing, stripping or for use in setting beds for metal accessories.
2. Tar roof mastics: Shall comply with ASTM D4022 and be suitable for general installation and repair of coal tar pitch built-up roof systems.

D. INSULATION:

All material under this category must comply with ASTM C728. Packaging: As recommended by manufacturer.

Minimum Requirements:

1. Thickness: 1"
2. Width of flutes: up to 1 5/8”
3. Thermal conductance (C-value): 0.38 max
4. Thermal resistance (R-value): 2.78 minimum
5. Nominal weight: 0.90 lbs per sq. ft. (maximum)

E. CEMENTS

All material covered under this category shall comply with ASTM D2822, Type I, Class II. The material shall be designed for use in construction of professional roof assemblies and flashing. It must adhere to wet or dry surfaces.

Minimum Requirements:

1. A consistency that will allow spreading readily and troweling smooth coatings 1/16 to 1/4 inch thick on prepared roof, felt and metal surfaces at ambient temperatures above 50° F.
2. The cement shall show no signs of blistering at 140° F, and sag or slide shall not be greater than 1/4". At 32° F there shall be no cracking or separation of the cement from metal. Asphalt roof cement complying with this specification must have the following characteristics also.
3. Water Max. 1%
4. Non volatile matter: minimum 70%
5. Asbestos and other mineral stabilizers: Max. 15%
6. Asphalt: Min. 30%, Max. 60%
7. Mineral matter based on original mass of insoluble residue: Min 80%

F. MODIFIED BITUMEN ROLL ROOFING

All materials in this category must meet or exceed the testing requirements of ASTM D5147. The material must be suitable for use for new construction as well as re-roofing installations. Packaging shall be in rolls.

Minimum requirements:

1. Softening point: 230 0 F or greater.
2. Tensile strength: (MD/XD) 94/66 lbs/sq. Inch (Min)
3. Elongation: (MD/XD): 6%/7%
4. Dimensional stability (MD/XD): 5%/3% (Min)

4. PRICING SHEET

Item	Product Description	Estimated Usage	Manuf./ Product Code	Unit Price
1	Elastomeric roof coatings, 5 Gal containers	20		
2	Elastomeric Roof Coating Mule A350	20		
3	GAF Ruberoid Torch White, per roll	20		
4	Geocel 2300 Black Trypolymer Sealant, per tube	150		
5	Geocel 2300 White Trypolymer Sealant, per tube	150		
6	Geocel 2300 Clear Trypolymer Sealant, per tube	150		
7	NP-1 Black, One Part Polyurethane Sealant, per tube	150		
8	NP-1 Clear, One Part Polyurethane Sealant, per tube	150		
9	NP-1 White, One Part Polyurethane Sealant, per tube	150		

10	Flashing Cement Karnak 19Ultra, per gallon	60		
11	Asphalt Rubberized Karnak 229 AR Brush Grade, per gallon	120		
12	Eterna Prime Surface Preparer, ETBOPQ1C, per quart	24		
13	Tar Roof Mastic, per gallon	25		
14	Eterna Clean, 14 oz. aerosol can	24		
15	Eterna Bond Roof & Leak Repair Tape, RSW-4-50, per roll	12		
16	7” Roof Brush, 100% pure Tampico bristles	50		
17	Roof Insulation, 1” Thick, per square ft.	500		
18	Roll Roofing Squares, per square	50		

5. SPECIAL CONDITIONS/INSTRUCTIONS

Items listed in the price sheet are only a representative sample of the products that the Department may purchase from the vendor, and will be used 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.

A. INVENTORY

Full inventory of Roofing Materials shall be available within a two hour round trip drive of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303?

Location of inventory:

_____

_____

_____

Fulton County General Services Department reserves the right to reject any bidder who does not maintain an inventory within a two (2) hour round trip drive of the Fulton County Government Center located at 141 Pryor St., Atlanta, Georgia. The bidder understands that having the material/supplies named above in stock for prompt delivery will be used in selecting the successful quoter.

B. APPROVED EQUIVALENTS

1. Quoter offering other than the specified item must submit, upon request, and at no cost to Fulton County, one sample of the item(s) quoted. Failure to submit samples within ten (10) days will be grounds for rejections. Samples will be properly marked with vendor's name and item number(s) as specified.
2. Failure to submit the required product literature and information with quote will be cause for rejection of the quote.

C. DELIVERY

Delivery requirements will be determined by the Material Management Manager. The Vendor will be required to respond to request in accordance with the following criteria:

A.	Emergency requests:	Delivery within eight (8) hours.
B.	High Priority requests:	Delivery within seventy-two (72) hours.
C.	Routine requests:	Delivery within five (5) days.

Failure to adhere to this delivery schedule can be grounds for termination.

D. PRICE LISTS

1. The successful quoter agrees to supply three (3) complete sets of manufacturer's product catalogs and price lists, including complete discount schedules applicable to Fulton County within ten (10) days of award. Failure to comply may be cause for an immediate end of the award and appointment of the next lowest responsible quoter.
2. Photocopies of manufacturer's price lists and/or computer printouts must be clear and legible. Blurred copies and distributor inventory price lists are not acceptable.
3. Pencil, typewritten, or pen and ink changes in price lists will not be acceptable.
4. The successful quoter(s) must furnish additional copies of above price lists and supplements of all superseding manufacturer's published price lists during the contract to Fulton County General Services Department upon request at no charge to the County.
5. If during the period of award, the parties cannot mutually agree on the extent of any change in the price lists, Fulton County reserves the right to

terminate the purchase order without prejudice. Such changes must be requested and must be approved by Fulton County General Services Department ten (10) business days prior to the effective date shown on the price list.

6. Such changes will be effective the date shown on the price list. If the quoter fails to submit the revised price list in accordance with paragraph 5 above, prices will become effective on the date of approval by Fulton County.

F. DISCOUNTS

Discounts from price list are firm for the Purchase Order period of one (1) year; however, prices are subject to adjustment according to manufacturer's superseding published price lists and supplement.

G. INVOICING

Invoices must include the Purchase Order number, item number(s) and description(s), list prices, applicable discounts and net prices. The quoter may be required at times to furnish items not designated in this quote. Under this circumstance, the invoice must indicate 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 Vendor if the list price on the invoice does not correspond to the latest price.

Invoices for payment will be sent to the following address only to facilitate prompt payment:

Material Management
Fulton County General Services Department
3929-C Aviation Circle
Atlanta, GA 30336