FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD NIGP

Cecil Moore, Director

REQUEST FOR QUOTE NUMBER: 10RH74150A

WILL BE RECEIVED UNTIL 2:00 PM WEDNESDAY JUNE 30, 2010

DESCRIPTION: CLEANING CHEMICALS, FULTON COUNTY 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.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:
RODNEY HERNE, Procurement Officer	rodney.herne@fultoncountyga.gov	(404) 612-4216

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.

Company Name:

Company Address:

City	State	Zip Code

Telephone Number:	Fax Number:	E-Mail Address:

RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendorselfservice.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 shall be governed by these General Terms and Conditions. By signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions. The signed form must be submitted with your bid. Failure to do so may result in your bid being found non-responsive.

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.fultonvendorselfservice.co.ga.us, fax, or in person. Responses must be delivered to the Purchasing Office by the date indicated on the Request for Quote cover sheet. Quotes will be received until 2:00 p.m. on the date indicated. Quotes should be submitted on the forms provided by the County. Quotes must be signed by an authorized employee, if submitting a hardcopy.

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 return the acknowledgement marking it "No-Bid", not later than the stated submittal deadline.

5. **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.

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 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, 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.

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: 10RH74150YA
OPENING DATE: JUNE 30, 2010

Cleaning Chemicals
Human Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide **Cleaning Chemicals** for the Human Services Department from date of award for six consecutive months.

2. CONTACT PERSON

Please contact Rodney Herne, Procurement Officer at (404) 612-4216 or by e-mail rodney.herne@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.

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/REQUIREMENTS

All detergent / chemicals quoted must be compatible with Ecolab special built dishwashers.

The liquid, laundry detergent shall include synthetic organic / detergents, anti-residue agents and will be specified for use in commercial and institutional units. The product shall contain no components that will cause harm to dishes, silverware, pots and pans routinely used, when used as directed. At a minimum, the product shall conform to the following technical characteristics:

- Neutral ph
- Class III, stable
- Biodegradable
- Controlled foaming
- Complete rinsing
- No phosphates

The powder detergent shall be white, dust-free, non-caking granular power for use in

commercial and institutional dishwashers. At a minimum, the product shall conform to the following technical characteristics:

- Excellent emulsification
- Biodegradable
- Controlled foaming
- Complete rinsing
- Ph factor of 11.9 of 1% solution

Respondent must submit a product specification sheet for each product with this quote. **Failure to comply will deem your quote as non responsive.**

Respondent must provide proof of minimum of two (2) years experience in the provision of chemicals: dishwashing detergents / chemicals for commercial kitchens / environment. **Failure to comply will deem your quote as non responsive**.

Deliveries shall be to the following locations:

- Dorothy Benson Senior Center
  6500 Vernon Woods Drive
  Sandy Springs, GA 30328
- H. J. C. Bowden Senior Center
  2885 Church Street
  East Point, GA 30344
- Harriett G. Darnell Senior Center
  611 Fairburn Road
  Atlanta, GA 30331
- H. S. Mills Senior Center
  515 John Wesley Dobbs Ave.,S.E.
  Atlanta, GA 30312
- Jefferson Place Transitional Housing/Homeless Shelter
  1135 Jefferson Place
  Atlanta, GA 30318

4. PRICING SHEETS

1. **Solid Silver Power,** Ecolab# 12922, **NO SUBSTITUTES**, (**brand specific item required for the Ecolab special built dishwashers)**
   100% active solid presoak in a solid capsule.

   $_____/per case

2. **Solid Power,** Ecolab# 12948, **NO SUBSTITUTES**, (**brand specific item required for the Ecolab special built dishwashers)**
   100% active machine dishwashing detergent in a solid capsule.
   $_____/per case

3. **Jet Dry,** Ecolab# 11817, **NO SUBSTITUTES**, (**brand specific item required for the Ecolab special built dishwashers)**
   Concentrated liquid of non-ionic nature.

   $_____/per gallon $_____/per case

4. **Grease Cutter Plus,** Ecolab# 19513, or equal grease and spot removal for ovens, grills, stove hoods, broilers, vents, deep fat fryers and similar equipment.

   $_____/per case

5. **Grease Strip Plus,** Ecolab# 29777, or equal Alkaline cleaning gel capable of clinging to vertical surfaces and removing burnt and baked on food soils.

   $_____/per case

6. **Kool Klene,** Ecolab# 15461, or equal product used to clean walk-in freezers without defrosting or removing packaged foods.

   $_____/per case

7. **Oasis 115 XP,** Ecolab# 10625, or equal Extra Strength ammoniated floor cleaner.

   $_____/per case

8. **Stainless Steel Cleaner & Polish,** Ecolab# 18903, or equal combination cleaner and polish used to restore a bright sheen and smooth surface texture to stainless steel surfaces.

   $_____/per case

9. **Antibacterial Clean and Smooth**, Ecolab# 14886, or equal hand product formulated to produce a thick, rich lather to remove dirt and grime without harm to the skin.

   $_____/per case

10. **Oasis 133 – All Purpose Cleaner & Degreaser**, Ecolab# 14175, or equal Non-Caustic and Non-Corrosive for safe removal of grease/soil build-ups from food service equipment, grills, walls, floors and countertops.

    $_____/per case

11. **San Max 2**, Ecolab# 19298, or equal liquid sanitizer for use on any food contact surface not requiring rinsing.

    $_____/per case

12. **Solitaire**, Ecolab# 17301, or equal, Non-Abrasive cleaning material suitable for cleaning all glassware, dishes, pots and pans, silverware, etc.

    $_____/per case

13. **Lime Away**, Ecolab# 12021, or equal Non-Abrasive liquid acid detergent suitable for de-liming and stain removal from metal, glass, ceramic, and tile or cement surfaces.

    $_____/per case

14. **Oasis 275**, #9016-45-9, deodorizer and air freshener, or equal heavy duty deodorizer and air freshener to neutralize tough odors.

$_____/per case

5. SPECIAL CONDITIONS/INSTRUCTIONS

N/A

6. INSURANCE & RISK MANAGEMENT PROVISIONS

N/A