

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE



Cecil Moore, Director



REQUEST FOR QUOTE NUMBER: 11CR77978C

WILL BE RECEIVED UNTIL **2:00 P.M.** APRIL 13, 2011

DESCRIPTION: OUTDOOR FURNITURE AND RELATED SUPPLIES(General Services)

Quotes must be submitted electronically using our on-line Vendor Self Service system at www.fultonvendoreselfservice.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: CYNTHIA RICHARDSON	E-Mail Address : cynthia.richardson@fultoncountyga.gov	Telephone Number 404-612-6959
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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
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Telephone Number:	Fax Number:	E-Mail Address:
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RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendoreselfservice@co.fultonga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print)	Date
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Title

*Signature of the person submitting QUOTE:

*The individual submitting this e-quote must have 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://fultonvendorelfselfservice.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.

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 11CR77978C
Opening Date: APRIL 13, 2011 AT 2:00 P.M. EST

OUTDOOR FURNITURE & RELATED ITEMS
GENERAL SERVICES

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors for to provide **Outdoor Furniture and Related Supplies**, on an “as needed, if needed, when needed” basis as requested for the Fulton County General Services Department.

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. The last date for asking questions is **April 6, 2011**.

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: Outdoor furniture and related items.

4. PRICING SHEETS

Item	Description	Mfg/Brand	Est. Qty	Price
1	PERFORATED METAL COATED RECYCLING RECEPTACLES WITH BOTTLE AND CAN LID WIDTH 19-1/2" DEPTH 19-1/2" HEIGHT 40" CAPACITY 38 GALS, AMOUR COATED STEEL, POLYETHYLENE LINER, 3-1/2" DIAMETER HOLE, INCLUDES VINYL RECYCLING LOGO AND "RECYCLABES" for clear identification. Steel receptacles have a chip and crack resistant finish, COLOR GREEN	GLOBAL INDUSTRIAL STOCK NO: T9C240808GN	10EA	

2	STEEL OUTDOOR SLATTED BENCHES 4'L Bench WIDTH 48" DEPTH 24" HEIGHT 34" ASSEMBLED STEEL CONSTRUCTION TYPE STADIUM SERIES, 10 gauge galvanized steel for outdoor use. 1-1/4" tubular steel frame is reinforced with 1" tubular leg supports, COLOR BLACK	GLOBAL INDUSTRIAL Stock No: T9C238713BK	12EA	
3	OUTDOOR METAL SLATTED WASTE RECEPTACLES WITH RAIN BONNET LID HEIGHT 41-3/4" DIAMETER 23" OPENING 11-1/4" CAPACITY 24GALS, LID RAIN CAP, SLATTED, flat bar steel body, metal band top, COLOR BLACK	GLOBAL INDUSTRIAL Stock No: T9C260803BK	12EA	
4	PLASTIC FOLDING CHAIRS 18-gauge 3/4" tubular steel frame construction Molded seat and back Zinc-plated steel rivets Double riveted U-brace Seat Powder Coat Finish max load of 220 lbs. height 17-1/2" Overall height 31-1/2" Overall width 17-3/4" Overall depth 19-1/2" Folded chair height 38" 2-3/4" , COLOR GREY	ACT-1000GR	250ea	
5	ROUND FOLDING TABLE 60" - White Granite LENGTH 60" WIDTH 60" HEIGHT 29" WEIGHT CAPACITY 350lbs, 2" thick polyethylene top, 1-1/8" powder coated steel legs for maximum stability. Folds to 2" for easy storage. 29"H. Indoor/Outdoor use. COLOR LIGHT GREY	GLOBAL INDUSTRIAL Stock No 506552GY	25EA	

5. SPECIAL CONDITIONS/INSTRUCTIONS

Items listed in the pricing 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.

The apparent silence of this specification, and any supplement thereto, as to details, the omission from it of a detail description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size and length are to be used. All interpretation of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

The successful quoter will comply with all lawful agreements, if any, which the said successful quoter has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing,

or work stoppages.

A. INVENTORY:

Location of warehouse: (enter information in comment section on the web)

Fulton County General Services Department reserves the right to reject any bidder who does not provide for inventory within a two (2) hour round trip drive of the Fulton County Government Center located at 141 Pryor St., Atlanta, Georgia, 30303. 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 (1) sample of the item(s) quoted. Failure to submit samples within ten (10) days will be grounds for rejection. 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 requests in accordance with the following criteria:

A. Routine requests: Delivery within five (5) days.

DELIVERY ADDRESS:

Amphi Theater
3025 Merk Rd
Atlanta, Ga 30349

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

B. AWARD

Award will be made to the lowest, most responsive and responsible quoter.

Quoter must bid on all items. Do not leave blanks. State "no charge" or "no quote" where applicable. Fulton County reserves the right to delete any item(s) from the award.

C. 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.

D. 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.

E. INVOICING

Invoices must include 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:

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

Note: Invoices not sent to the address shown above are very likely to experience delay in payment.

6. INSURANCE AND RISK MANAGEMENT PROVISIONS: N/A