DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

FULTON COUNTY

Winner 2000- 2010 Achievement of Excellence in Procurement Award
National Purchasing Institute

OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD NIGP

Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER: 12RD83432B

WILL BE RECEIVED UNTIL: 4/18/2012 at 2:00 P.M., EST

DESCRIPTION: Swimming Pool Maintenance

DEPARTMENT: Fulton County Department of Planning & Community 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.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 E. Dority	Rodney.dority@fultoncountyga.gov	(404) 612-5821

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.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 12RD83432B
4/18/2012 at 2:00 p.m. EST

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.

REQUEST FOR QUOTE 12RD83432B
4/18/2012 at 2:00 p.m. EST

REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 12RD83432B
Opening Date: 4/18/2012 at 2:00 p.m. EST

Swimming Pool Maintenance
Department of Planning & Community Services

1. DESCRIPTION

Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Swimming Pool Maintenance to Fulton County Planning & Community Services Department from date of award and continuing for twelve (12) consecutive months.

2. CONTACT PERSON

Please contact Rodney E. Dority, Procurement Officer, at 404-612-5821 or by e-mail rodney.dority@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 Quoters 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 on line and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

Quoters must provide Planning & Community Services with labor, all supplies and chemicals to maintain the water quality, balance and provide repairs to all pool equipment for the Aquatic Center located at the South Fulton Multi-Purpose Building, Welcome All Park, 4255 Will Lee Road, College Park, Georgia 30349 for twelve (12) consecutive months.

Only Quoters certified by Fulton County Health Department, with their (CPO) Certified Pool Operator certification will be considered to perform such services.

Certification number: _____

Service to consist of the following:

Inspecting pools and testing the water twice weekly, furnishing **all** necessary chemicals, i.e. bromine, co 2, soda ash, sodium bicarbonate, salt, liquid chlorine, chlorine gas and/or dry chlorine or other chemicals necessary to keep water balance, clarity, P.H. and overall water quality to the Fulton

County Health Department Standards and Requirements.

Comply: yes _____ no _____

Quoter must provide onsite service and maintenance at least twice a week to the chemical treatment systems, pumps, strantrol or other automatic feeding system, strainers, filters, heaters and other mechanical systems to ensure proper pool operations.

Comply: yes _____ no _____

Calibrate the vantage, strantrol and/or other automatic chemical feed systems as necessary to ensure proper operation and chemical feed.

Comply: yes _____ no _____

Quoter must Backwash the filter system at each inspection.

Comply: yes _____ no _____

Quoter must visit and service pool twice per week, however quoter must be available seven (7) days per week to correct any water problems, and to maintain proper water quality at no additional cost.

Comply: yes _____ no _____

Quoter must provide on-site and telephone consultation regarding the general operation of pool, safety concerns and maintenance issues.

Comply: yes _____ no _____

Quoter must furnish, with invoice, copies of inspection reports for each visit signed by technician & Fulton County Parks Pool Staff.

Comply: yes _____ no _____

Quoter must prepare and maintain log or inspection report of all work performed, including pool, readings and chemicals added per pool, per visit.

Comply: yes _____ no _____

Quoter must furnish all chemicals, pool additives and parts that are approved by Fulton County Health Department, and by respective equipment manufacturers for use with their equipment.

Example: Vantage Brominators, Co2 Injectors, Strantrol & Chemtrol Automatic feeder and others.

Comply: yes _____ no _____

Quoter must have computer monitoring system and be capable of connecting their system into the pool computer system, or install system at pools to monitor and adjust pool water quality and systems operations from their office.

Comply: yes _____ no _____

The quoter must prove to Planning & Community Services and Purchasing officials that their company maintains and operates a business specializing in the commercial swimming pool business, within the Metropolitan Atlanta area, staffed with qualified personnel.

Comply: yes _____ no _____

The quoter understands that the location of the quoter shall be taken into consideration in determining the successful quoter.

Failure to respond to all requirements of this quote will result in the rejection of this quote. Fulton County reserves the right to accept or reject any and all quotes and to waive any technicalities.

4. SPECIAL CONDITIONS/INSTRUCTIONS

INVOICE POLICY

Invoices should be sent to the address below to expedite payment of invoices.

Fulton County Department of Planning & Community Services
Attn: Yolanda Ward
5440 Fulton Industrial Blvd
Atlanta, GA

Invoices submitted against the contract must include the purchase order number, department name and contact person for whom order was delivered, date of delivery and photocopy of signed delivery receipt, item number(s) and item description(s), and net prices. Invoices must be submitted in a timely manner.

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

A. Invoice does not contain all the required information.
B. Price on the invoice does not correspond to the quote price.

Fulton County will consider the following criteria, where applicable, in determining the most responsible vendor for contract award:

A. Item unit pricing.
B. Product specifications Brand requirements.
C. Ability of the vendor to meet the delivery schedule.
D. Any other criteria which will materially affect the critical need of receiving products as/when needed.
E. Compliance with Fulton County guidelines.
F. Compliance with all other terms and conditions required in this specification.

5. INSURANCE & RISK MANAGEMENT PROVISIONS

See attachment “A” page 1 and 2

6. PRICING SHEETS

In the event of price change during calendar year, such an increase must be properly documented by the vendor, and a thirty (30) day notice must be given before new prices become effective. Fulton County Department of Planning & Community Services reserves the right to accept the price increase as submitted or cancel the service contract in whole or in part prior to the effective date of the price increase.

Quote price per month, for the above basic **twice a week** inspection, testing and service for the facility located at Welcome All Park.

a. Aquatic center at Welcome All Park, $_____per month.

b.* Quote labor price per man hour for service & repairs, *$ _____per man hour.

Quoter must be able to furnish parts and make other repairs to pool equipment as necessary.

ATTACHMENT "A"
Swimming Pool Maintenance
Page 1 of 2

INSURANCE & RISK MANAGEMENT PROVISIONS

INSURANCE REQUIREMENTS: Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.

B. Each respondent shall submit with the bid/proposal, evidence of insurability satisfactory to the County as to form and content. Either of the following forms of evidence are acceptable:

   a. A letter from an insurance company stating that upon your firm/company being the successful bidder/respondent that a Certificate of Insurance shall be issued in compliance with the Insurance Requirements outlined below.

   b. A Certificate of Insurance complying with the Insurance Requirements outlined below.

C. Upon award, the Contractor must maintain, at their expense, insurance in at least the following amounts and types outlined below. Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.

D. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appear on the Certificate of Insurance.

E. The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)**

EMPLOYER'S LIABILITY	BY ACCIDENT	- EACH ACCIDENT	-	$500,000.
INSURANCE	BY DISEASE	- POLICY LIMIT	-	$500,000
(Aggregate)	BY DISEASE	- EACH EMPLOYEE	-	$500,000

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	$2,000.000
Products\Completed Operation	Aggregate Limit	-	$1,000,000
Personal and Advertising Injury	Limits	-	$1,000.000
Fire Damage	Limits	-	$ 100,000

ATTACHMENT "A"
Swimming Pool Maintenance
Page 2 of 2

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence - $1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. **ELECTRONIC DATA PROCESSING LIABILITY**
(Required if computer contractor) Limits - $1,000,000

5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - $3,000,000

6. **PROFESSIONAL LIABILITY** Each Occurrence - $5,000,000
(Required if respondent providing quotation for professional services).

7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - $ 100,000

Insurance in no way Limits the Liability of the Respondent.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:_____SIGNATURE:_____

NAME:_____TITLE:_____DATE:_____