Department of Purchasing & Contract Compliance

Cecil S. Moore, Director

FULTON COUNTY

REQUEST FOR QUOTE NUMBER: **11CT78025YA**

WILL BE RECEIVED UNTIL **Monday, April 11, 2011 @ 2:00P.M. EST.**

DESCRIPTION: Urban Gardening Health Program for Health and Human Services

Quotes must be submitted 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:
Carolyn Towns	carolyn.towns@fultoncountyga.gov	(404) 612 4208

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: Not applicable

Company Address: Not applicable

City Not applicable **State** Not applicable **Zip Code**

Telephone Number: Not applicable **Fax Number:** Not applicable **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) Not applicable **Date**

Title Not applicable

***Signature of the person submitting QUOTE:**

Not applicable

***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 SPECIFICATIONS
Quote Number: 11CT78025YA
Opening Date: April 11, 2011 @ 2:00P.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.

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
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Urban Gardening – Health Promotion Initiative
Health and Human Services

1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified Vendors to provide **Urban Gardening** nutritional physical activity for the Department of Health and Wellness.

2. CONTACT PERSON

Please contact, Carolyn Towns, Procurement Officer at (404) 612 4208 or by e-mail **carolyn.towns@fultoncountyga.gov** with any procedural or technical questions. **All questions should be submitted in writing to the Department of Purchasing & Contract Compliance 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 on line and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

The Division of Health Promotions of the Fulton County Department of Health Services is charged with supporting and disseminating evidence-based programs that promote disease prevention and control among Fulton County's 900,000 residents. These programs entail data collection and analysis, education, outreach and service relative to cardiovascular disease. Much of this work is conducted through its Office of Health Promotions.

The Office of Health Promotions is seeking a community-based health promotion organization for the Metro-Atlanta area to promote wellness by offering Urban Gardening Programs in targeted populations and communities across Fulton County. Preference for this work will be given to a contractor who has more than three (3) years of demonstrated, verifiable experience with local community health education and outreach services related to cardiovascular disease.

*****NOTE TO BIDDERS*****

All responses to questions asked shall be responses and send back PDF electronic quote as PDF attachment.

The successful vendor will be required to undertake the following:

A. Implement a minimum of 25 garden sites within the Fulton/Atlanta Public School System and Fulton County Communities.

(1) Assume responsibility for organizing, coordinating, and implementing community gardens in Fulton County.
(2) Provide community and schools with seeds and supplies as needed
(3) Establish bi-monthly training sessions for community, students and faculty on healthy eating, nutrition, cooking options, canning and freezing techniques for family meals;

(4) Ensure that at least 5 of the gardens are multigenerational. (to involve youth, adults and seniors)
(5) Provide monitoring, follow up and assist with the evaluation activities as requested

B. Conduct monthly leadership and educational meeting at identified site on the following:

(1) Nutrition
(2) Healthy eating/cooking
(3) Grocery shopping
(4) Community Garden

C. Comply with all administrative and reporting requirements pertinent to the contract:

(1) Submit monthly expenditure and programmatic reports on all activities to the Program Manager of the Office of Healthy Behaviors, Fulton County Department of Health & Wellness, by the fifth business day of each month. Copies of receipts must accompany the invoices to be paid. The Expenditure Report form to be used will be provided by the program manager.

(2) Maintain participation records, sign-in sheets or attendance logs for all project activities; prepare and issue pre/post knowledge tests (when applicable), feedback forms from participants, and intervention activity reports for all interventions. Submit complete records of all such activity and evaluations to the Office of Healthy Behaviors at Fulton County Department of Health & Wellness upon the project's completion.

(3) Submit a final expenditure report not later than 45 days following the contract expiration. This final report will detail the goals and accomplishments for service delivery. See attached exhibit titled "Contract Budget & Monthly Cumulative Expenditure Report"

(4) Any reimbursement request submitted after said 45 days may not be paid by the county.

(5) Submit an inventory list of supplies including incentives and equipment. Equipments and materials purchased with funds from this contract in relations to service delivery are properties of Fulton County Government and should be returned at the expiration date of this contract

4. PRICING SHEETS

1. Total Contract Price for Empowerment Group. $ ____

Method of Payment: Fulton County will make payments to the Contractor based upon reimbursement for expenses incurred monthly which are within the line items of the approved budget. Total contract

reimbursement for expenses shall not exceed the awarded amount. Revisions to the budget must be requested in writing and approved by the Program Manager, Fulton County Department of Health and Human Services.

5. SPECIAL CONDITIONS/INSTRUCTIONS

Bidders shall submit the following:

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed**.**
2. Identify three (3) projects where the bidder has performed at least three (3) Urban Gardening analyses with entities comparable to Fulton County within the past three (3) years.
3. Limit your response to one (1) page per project and provide the following information for each project:

    - The name of the project, the owner, year performed and the project location.
    - A description of the project.
    - A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

6. INSURANCE AND RISK MANAGEMENT PROVISIONS

Not applicable