



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Jerome Noble, Director



REQUEST FOR QUOTE NUMBER: 09DM66408YC
WILL BE RECEIVED UNTIL FEBRUARY 27, 2009 @ 2:00 P.M

DESCRIPTION: HERBICIDE - AIRPORT VEGETATION CONTROL (GENERAL 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.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: DELORES MILES E-Mail Address : delores.miles@fultoncountyga.gov Telephone Number: 404-612-5815

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. 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.fultonvendoreselfservice.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 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 www.fultonvendorselfservice.co.fulton.ga.us,. 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: 09DM66408YC
Opening Date: FEBRUARY 27, 2009 @ 2:00 P.M.

HERBICIDE – AIRPORT VEGETATION CONTROL
GENERAL SERVICES DEPARTMENT

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Herbicide-Airport Vegetation Control three (3) times during a 12-month consecutive period.

2. CONTACT PERSON

Please contact Delores Miles, Procurement Officer, at 404-612-5815 or by e-mail delores.miles@fultoncountyga.gov with any procedural or technical questions. **All questions should be submitted in writing to the Purchasing contact person. The last day to submit questions is February 24, 2009.** 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. SERVICE SPECIFICATIONS

- a. The vendor is to provide chemicals and services for vegetation control on an "as needed, when needed, and if needed" basis.
- B. All materials/supplies/services/parts requested by Fulton County must be of the highest quality and must conform to any related State, Municipal, or Federal standard and be consistent with Standard and Commercial Practices.

4. SPECIAL CONDITIONS / INSTRUCTIONS

AWARD

Fulton County will award this quote to a single overall lowest "responsible and responsive" vendor. Any award made as result of this quote will be for twelve (12) consecutive months from date of award. Fulton County reserves the right to add or

delete any item(s) from the award. The award evaluation of contract will be based on the following criteria:

- Item pricing
- Any other criteria which will materially affect the critical need of receiving services as when needed.
- Compliance with all other terms and conditions required in this specification.

INVOICING

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

Fulton County Airport-Brown Field
Attn: Doug Barrett Ph# (404) 699-4200
3952 Aviation Circle, Room 200
Atlanta, GA 30336

Invoice submitted must include the purchase order number, item number(s) and item description(s), and net prices.

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

1. Invoice does not contain all the required information. Include a purchase order number and a detailed description of the requested service.
2. Price on the invoice does not correspond to the quote price.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1~~etseq~~, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

REFERENCES

The special nature of the work environment and the services to be performed requires a contractor with specific experience in this type of service. The vendor must have a minimum of three (3) years of experience doing this type of work. The vendor is required to provide three (3) commercial or government references who can verify the

vendor's capability to perform the services requested in this solicitation. At least one of the references must be from a customer currently being serviced and the remaining two (2) should be from customers serviced within the past three (3) years. Provide company name and address and contact person's name and telephone number for each reference (i.e., Cobb County Government, 2222 Northside Parkway, Marietta, Jim Thomas, 404-123-4567). **Inability to contact reference due to faulty information will cause reference to be disregarded and may lead to vendor being declared non-responsive.**

DELIVERY

Delivery after receipt of purchase order: _____ days

Deliver location below:

Fulton County Airport-Brown Field
Attn: Doug Barrett Ph# (404) 699-4200
3952 Aviation Circle, Room 200
Atlanta, GA 30336

MATERIAL SAFETY DATA SHEET (MSDS)

Vendor(s) offering other than the referenced brand(s) of chemicals must submit with their quote MSDS including the appropriate EPA Regulation. Literature shall be properly marked with vendor's name and item number. Failure to submit MSDS information may result in being deemed non-responsive.

AUTHORIZATION TO PLACE CALLS

The following is a list of personnel authorized to place calls against this contract and approve overtime. **Failure to receive proper authorization prior to providing the services can be grounds for nonpayment of the invoice.**

Name	Title
Doug Barrett	Airport Manager
Scot Brown	Airfield Technical Supervisor

Location of Vendor's Facility:

Parts / Supplies	Service
_____	_____
_____	_____
_____	_____

SUBMITTAL REQUIREMENTS

The following information shall be submitted along with quote. Insufficient information on any may lead to disqualification of the vendor.

1. Provide three (3) commercial or government references, including service previously provided to Fulton County. Provide company name, address, POC, telephone, fax, and E-Mail address in support of the qualification and experience.

Failure to submit the require documents shall result in being deemed non-responsive.

REMARKS AND EXCEPTIONS TO SPECIFICATIONS:

Vendor shall provide any additional remarks to be considered and/or a complete description of all exceptions to the terms, conditions, and specifications contained in this Request for Quote or else hereby agree to meet all requirements of the terms, conditions, and specifications.

5. INSURANCE AND 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 (Other than Products/Completed Operations)	Each Occurrence -	-	\$1,000,000
	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

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 (Required if respondent providing quotation for professional services).	Each Occurrence	-	\$5,000,000
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:** _____

6. PRICE QUOTE

Listed below are representative listings of items that will be used to determine the successful respondent. Orders will be made from the manufacturers' printed price list(s) with the applied discount provided by the successful respondent.

The following items should be treated 3 times in an annual contract. A licensed herbicide applicator shall apply a pre-emergent and post-emergent herbicide for an effective vegetation control.

Time is of the essence in treating these areas and a minimum amount of personal required shall be involved in application to the Airport Operation Area.

<u>Item Description</u>	<u>Price per Application</u>
1. Approximately 50 acres of hard surface area which include Runway/Taxiway and aircraft parking areas to control vegetation in pavement cracks. The pre-emergent herbicide dithiopyr manufactured by Dow Agro Sciences and sold under the brand name Dimension 2EW shall be applied at a rate of 1.36 ounces per 1,000 square feet. The post-emergent herbicide glyphosate manufactured by Nufarm Americas and sold under the brand name Razor shall be applied at a rate of 2.5 ounces per 1,000 square feet in a minimum of 2 gallons of water per 1,000 square feet. Application equipment shall be a ground driven boom type sprayer capable of treating 2.5 acres per hour.	\$ _____
2. Approximately 7.5 miles of perimeter fence @ 36" on each side. The pre-emergent herbicide dithiopyr manufactured by Dow Agro Sciences and sold under the brand name Dimension 2EW shall be applied at a rate of 1.36 ounces per 1,000 square feet. The post-emergent herbicide glyphosate manufactured by Nufarm Americas and sold under the brand name Razor shall be applied at a rate of 2.5 ounces per 1,000 square feet in a minimum of 2 gallons of water per 1,000 square feet. Treatment shall be applied by high volume low pressure handheld spray gun capable of applying 2 gallons per 1,000 square foot.	\$ _____
3. Approximately 750 Runway/Taxiway edge lights @ a 3' diameter, and 500 square foot around designated NAVAIDS; shall be treated with pre-emergent herbicide imazapyr and diuraon manufactured by BASF and sold under the brand name Sahara DG shall be applied at a rate of 4.77 ounces per 1,000 square feet in a minimum.67 gallon of water per 1,000 square feet. The post-emergent herbicide glyphosate manufactured by Nufarm Americas and sold under the brand name Razor shall be applied at a rate of 2.5 ounces per 1,000 square feet in a minimum of 2 gallons of water per 1,000 square feet. Treatment shall be applied by a hand held low volume low pressure backpack type sprayer.	\$ _____

END OF SPECIFICATIONS

