



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Cecil S. Moore, Director



REQUEST FOR QUOTE NUMBER:

09DW69827C

WILL BE RECEIVED UNTIL 2:00 P.M.

Friday, October 23, 2009

DESCRIPTION: VENETIAN/MINI-BLIND REPAIR & REPLACEMENT SERVICES

DEPARTMENT: 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.fultonvendorelveservice.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: DIANN WASHINGTON

E-Mail Address : diann.washington@fultoncountyga.gov

Telephone Number: 404-612-1100

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.fultonvendorelveservice.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
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://fultonvendorelfservice.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**09DW69827C****Friday, October 23, 2009****Venetian/Mini-Blind Repair & Replacement Services
General Services Department****1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide on-site Venetian/Mini-Blind Repair and Replacement Services for the General Services Department on an “as needed, when needed, if needed” basis, effective from the date of award and continuing for twelve (12) consecutive months.

2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer] at (404) 612-1100 or by e-mail diann.wathington@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.fultonvendorservice.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**SCOPE OF WORK**

Provide on-site Venetian/Mini-Blind Repair and Replacement. Work will be provided on an “as needed, when needed, if needed” basis and shall include, but is not limited to the services and locations listed below:

- A.** The vendor is to furnish all labor, equipment, transportation, and materials necessary to provide on-site repair and replacement in buildings within Fulton County to include, but not restricted to, the Government Center Complex, the Justice Center Complex, Juvenile Court Building, Central Library, Auburn Research Library, North & South Service Centers, and Benson, Bowden, Darnell & Mills Senior Centers.
- B.** Vendor will provide estimates for repair or replacement and receive approval from the Contract Administrator or his designated representative prior to ordering repair parts or beginning installation. **Vendor will not be reimbursed for any items repaired or installed without proper, prior approval.** During preparation of estimates, vendor will notify Contract Administrator or his designated

representative of specific items that cannot be properly repaired.

- C. All materials, supplies, and services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standards and be consistent with standard commercial practices.
- D. Any damage to surrounding items or materials must be immediately reported to the Contract Administrator or his designated representative and recorded on the report of work performed. Vendor is responsible for repair or replacement of items damaged during repair or installation operations.
- E. The County may award this contract in whole to only one vendor. Failure to submit a bid price for any line item may deem your quote "non-responsive."

FACILITY LOCATIONS

This list is for planning purposes only. Fulton County reserves the right to request services in other facilities during the term of this contract.

1. Fulton County Government Center Complex, 141 Pryor Street, SW
2. Fulton County Justice Complex, 160 Pryor Street, SW
3. Juvenile Court Building, 395 Pryor Street, SW
4. Central Library, 1 Margaret Mitchell Square, NW
5. Auburn Avenue Library, 101 Auburn Avenue, SW
6. North Fulton Service Center, 7741 Roswell Road, Sandy Springs
7. South Fulton Service Center, 5600 Stonewall Tell Road, College Park
8. Benson Senior Center, 6500 Vernon Woods Drive, Atlanta
9. Bowden Senior Center, 2885 Church Street, East Point
10. Darnell Senior Center, 677 Fairburn Road, NW, Atlanta
11. Mills Senior Center, 515 John Wesley Dobbs Avenue, Atlanta

MAXIMUM REPAIR ALLOWANCE

The successful vendor is responsible for submitting an estimate prior to performing any repairs. This estimate shall include an estimated cost for repair and also the estimated cost of replacing the item. The successful vendor must identify any item where the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item.

Failure to adhere to the requirements of this paragraph will be grounds for the termination of the contract.

Example: New mini-blinds = \$200.00

Maximum repair allowance on blinds = \$150.00

Repair of blinds = \$170.00

Action: Recommend replacement of blinds instead of repair.

4. PRICING SHEET

Price Adjustments: Pricing shall be provided for each item listed below. Failure to submit a bid price for any line item may deem your quote “non-responsive.” Pricing, including discounts, will be firm for the contract period, but is subject to adjustment according to manufacturer’s superseding published price lists. **Such changes must be submitted to the Contract Administrator in writing for approval at least ten (10) days prior to the proposed date of change and must be accompanied by documentation from the manufacturer that supports the request.** If the request for pricing change is not submitted as described above, price changes, if approved, will become effective on the date of approval by Fulton County. **If, during this contract, the parties cannot mutually agree on the extent of any change in the price lists, Fulton County reserves the right to terminate the contract without prejudice.**

BLIND REPLACEMENT

1. up to 64”	Price per Blind	\$ _____
2. up to 64”	Install Price	\$ _____
3. 64” – 72”	Price per Blind	\$ _____
4. 64”-72”	Install Price	\$ _____
5. 73”- 84”	Price per Blind	\$ _____
6. 73”-84”	Install Price	\$ _____
7. 85”-96”	Price per Blind	\$ _____
8. 85”-96”	Install Price	\$ _____
9. 97”-120”	Price Per Blind	\$ _____
10. 97”-120”	Install Price	\$ _____

****Note:** Indicate length of warranty period on labor and parts other than manufacturer's warranty _____

ITEM PRICING

11. Labor Rate for Repair during Normal working hours	\$ _____/hour
12. Labor Rate for Repair after normal working hours	\$ _____/hour
13. Trip Charges, if applicable	\$ _____

****Note:** Normal Work Hours: 7.00 AM to 6.00 PM, Monday through Friday excluding Fulton County holidays.

Beyond Normal Work Hours: 6:00 PM to 7:00 AM, Monday through Friday, Weekends and Fulton County holidays.

5. SPECIAL CONDITIONS/INSTRUCTIONS

DELIVERY

The vendor must be capable of **acknowledging/responding to** all service calls within two (2) hours. Routine work will be done on a pre-arranged schedule. The Contract Administrator or his designated representative (normally a Zonal Manager) will coordinate, on-site, with the successful vendor to perform services for a specific number of items. Scheduled services not properly completed must be properly completed within three (3) days of notification of the discrepancy.

Repeated failure to provide services in accordance with agreed-upon schedules may be grounds for termination of contract.

WORKING HOURS

This contract is to provide services on an "as needed, when needed" basis. For the purpose of this contract, normal working hours will be from 7:00 AM through 6:00 PM, Monday through Friday, excluding Fulton County holidays.

Overtime will not be paid unless specifically authorized in writing in advance of the work being done.

The vendor is required to acknowledge/respond to a notification call within two (2) hours in order to make arrangements for services. Failure to respond within the two hour time period will not be basis for overtime payment.

INVOICING

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

**General Services Department
Central Fulton Service Area
136 Pryor Street, CB-17
Atlanta, GA 30303**

REFERENCES

The nature of the services to be performed requires a vendor with specific experience in this type of service.

1. The vendor must have a minimum of three (3) years of experience doing this type of work.
2. 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.
3. 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.

4. The vendor must 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).
5. Inability to contact reference due to faulty information will cause reference to be disregarded and may lead to vendor being declared non-responsive.

INVENTORY

Location of Vendor's Facility:

6. INSURANCE & RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the 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 Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

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

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
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5. UMBRELLA LIABILITY

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
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6. PROFESSIONAL LIABILITY

(Required if respondent providing quotation for professional services).	Each Occurrence	-	\$1,000,000
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7. FIDELITY BOND

(Employee Dishonesty)	Each Occurrence	-	\$ 100,000
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8. **BUILDERS RISK** Contractor will provide ‘All-risk’ form of builder’s risk insurance providing coverage against loss or damage by fire or other peril on all “all-risk” form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sublimits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers’ Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

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

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

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the 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, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR 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: _____